AGREEMENT BETWEEN THE TOWNSHIP OF BERKELEY HEIGHTS

AND

PBA LOCAL 144

JANUARY 1, 2022 THROUGH DECEMBER 31, 2026

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ARTICLE I: PREAMBLE

A. This Agreement, effective as of the first day of January, 2022, by and between the Township of Berkeley Heights, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" or the "Employer", and PBA Local 144 of the Police Department of the Township of Berkeley Heights, hereinafter referred to as the "PBA", is designed to maintain and promote a harmonious relationship between the Township and those of its employees who are within the provisions of this Agreement, through collective negotiations in order that a more efficient and progressive public service may be rendered.

B. When used in this Agreement, the terms "Police Officer", "Officer", "Employee" or "Employees" refer to all persons represented by the PBA in regard to this Agreement, unless otherwise indicated.

C. When used in this Agreement, the masculine gender also refers to the feminine gender.

D. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees are held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE II: EMBODIMENT OF AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all issues which were subject to negotiations.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing and executed by both parties.

C. Whenever any act is required under this Agreement to be done or performed within a specified period of time, Saturdays, Sundays and holidays shall be excluded in the computation of such period unless otherwise noted.

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ARTICLE III: SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE IV: NON-DISCRIMINATION NON-COERCION

A. Neither the Township nor the PBA shall discriminate against any employee or Township Official because of race, religion, sex, age, national origin, family status, marital status or sexual orientation or any other class protected by law.

B. There shall be no discrimination, intimidation, interference or coercion by the employer or any of its agents against the employees represented by the PBA because of membership or activity in the PBA.

C. There shall be no discrimination, intimidation, interference or coercion by the PBA or any of its agents against any employee because of non-membership or in order to promote membership.

ARTICLE V: RETENTION OF BENEFITS

All benefits and conditions of employment in existence prior to this Agreement but not specifically mentioned herein shall be continued for the term of this Agreement.

ARTICLE VI: RECOGNITION CLAUSE

The Township hereby recognizes the PBA as the exclusive and sole representative for all patrolmen and sergeants of the Police Department.

ARTICLE VII - DUES DEDUCTIONS AND REPRESENTATION FEES

A. Pursuant to N.J.S.A. 52:14-15.9e, whenever any PBA employee shall indicate in writing to the proper disbursing officer of the Township his or her desire to have any

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deductions made from his or her compensation for the purpose of paying the employee's dues to the PBA, such disbursing officer shall make such deduction from the compensation of such employee and such disbursing officer shall transmit the sum so deducted to the PBA.

B. Any such written authorization shall be filed with both the Treasurer's Office and the Executive Assistant-Administration and may be withdrawn by the employee at any time by the filing of notice of such withdrawal in the same offices and with the PBA at least twenty-one (21) days prior to its effective date. The effective date of any such withdrawal will be January 1 or July 1, whichever occurs first following the twenty-one (21) day notice period.

C. If during the life of this Agreement there should be any change in the rate of dues, the PBA shall furnish to the Township prior to the effective date of such change, written notice thereof, and the Township shall make the requested deductions as soon as administratively practicable, but in no event later than the second pay period after notice from the PBA.

D. The PBA will provide the necessary deduction forms and will secure the signatures of its members on the forms and deliver the signed forms to the Township.

E. Any employee who is a member of the negotiation's unit covered by this Agreement who elects not to become a member of the PBA shall pay a representation fee in lieu of dues. The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the PBA to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments. The amount of the representation fee in lieu of dues may be increased above 85% if allowed by law.

F. The PBA shall indemnify and hold the Township and/or any of its representatives or employees harmless against any and all claims, demands, suits, loss, expense and other

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forms of liability as a result of deductions made in accordance with this Article or the failure to make such deductions.

ARTICLE VIII - MANAGEMENT RIGHTS

The Township shall retain all rights of management resulting from ownership or pertaining to its operation, except as such rights are specifically limited or modified by the provisions of this Agreement.

ARTICLE IX - PROBATIONARY PERIOD

A. All new Officers hired shall serve a probationary period of twelve (12) months to assure full qualification for the work.

B. During the probationary period employment may be terminated with or without cause and without assigned reason. Such termination shall be excluded from the definition of "grievance" set forth in the Grievance Procedure of this Agreement.

ARTICLE X: TRAINING PERIOD

The Chief of Police shall have the right to make temporary assignments for training purposes for up to four (4) months without any pay increase for assignment differential. However, if a Police Officer remains in any special assignment more than four (4) months, then the employee will be paid the assignment differential set forth in Schedule A.

ARTICLE XI: COMPENSATION AND OTHER BENEFITS

A Police Officer shall be compensated at the base rates of pay set forth in schedule A attached hereto and made part hereof and shall be further entitled to such other pay, compensation and benefits established under this Agreement.

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ARTICLE XII: STRIKES AND WORK ACTIONS

The PBA covenants and agrees during the effective dates of this Agreement, that none of its members, nor anyone acting on its behalf shall encourage, authorize, or participate in any strike, work stoppage, sick-out, slowdown, walkout, or other deliberate interference with normal work procedures. The PBA will immediately notify and direct any member engaging in such conduct to cease such conduct immediately and take any other necessary steps to prevent or terminate any such work action or strike. The participation in any such strike or work action by any member of the PBA shall be grounds for immediate termination of employment.

ARTICLE XIII: LEGAL REPRESENTATION

The Township shall provide payment for the costs of legal representation of PBA members as follows:

A. In accordance with the provisions of the Tort Claims Act, N.J.S.A. 59:10-1, et seq., the Township shall be obligated to pay the legal fees incurred by a Police Officer whenever a Police Officer is a defendant in a legal action or proceeding arising out of or incidental to the scope of the Police Officer's employment with the Township and the conduct of the Police Officer did not involve actual fraud, actual malice, willful misconduct or the commission of a crime. This Paragraph is for information purposes only and any obligation of the Township to defend and indemnify a Police Officer will be governed by the provisions of the Tort Claims Act. This Paragraph is subject to the Grievance Procedure except if otherwise preempted by law.

B. Subject to Paragraph A above, the Township agrees that individual Police Officers shall have the right to select an attorney of their choice to represent him or her when he or she is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his or her official duties consistent with N.J.S.A. 40A:14-155, et seq. Police

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Officers may select an attorney from the approved Township attorney list or any State PBA Legal Protection Plan attorney list. This Paragraph is subject to the Grievance Procedure except if otherwise preempted by law.

C. The Township shall only be obligated to pay the selected attorney an hourly rate equal to the rate charged by the Township attorney. Any amount billed in excess of this rate shall be the Police Officer's obligation to pay.

D. Should the defendant Police Officer be found guilty or enter a plea of guilty to a violation of any law, statute, ordinance or regulation, the Police Officer shall be obligated to reimburse the Township for the costs incurred or advanced for the Police Officer's legal representation.

ARTICLE XIV: GRIEVANCE PROCEDURE

A. A Grievance is hereby defined as any controversy arising over the interpretation or enforcement of the terms and conditions of employment and the terms and conditions of this Agreement including minor discipline (which is a suspension of five (5) days or less, a written reprimand, counseling notice, etc.) and may be raised by an employee, group of employees or the PBA on behalf of an employee or group of employees (hereinafter the employee, a group of employees, or the PBA acting on behalf of the employee or group of employees shall be labeled as the "Grievant") or the Township. Any acts constituting major discipline (a suspension of greater than five (5) days) are specifically excluded from this section. All Grievances shall be in writing and in a form agreeable to the Township and PBA.

B. Except for Grievances filed by the Township which shall proceed directly to Step 3 upon five (5) days notice to the PBA, there shall be three (3) steps in the grievance procedure as set forth below:

1. **STEP 1:** The Grievance shall be taken up first with the Chief of Police, or his or her designee, in an effort to resolve the matter within fifteen (15) days from the occurrence of the event or the date upon which the Grievant should have known

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of the event. Failure to file a written Grievance with the Chief of Police or his or her designee within this fifteen (15) day period shall forever bar the Grievance. The Chief of Police, or his or her designee, shall have fifteen (15) days of being advised of the Grievance within which to respond with his or her decision in writing to the Grievant with a copy to the PBA representative.

2. **STEP 2:** If, as a result of Step One, the Chief of Police, or his or her designee, is not able to resolve the matter within the fifteen (15) days after receiving the written statement of the Grievance, or if the Chief of Police, or his or her designee, does not respond within fifteen (15) days, or if the Grievant is not satisfied with the Chief of Police's or his or her designee's response, the Grievance may proceed to Step Two. If the Grievant or PBA intends to move the matter to Step Two, he or she or it must file a written statement within fifteen (15) days of the Chief of Police's or his or her designee's decision at Step One with the Township Administrator or his or her designee notifying him or her that the Grievance was not resolved at Step One and that the Grievant wishes to move the matter to Step Two. Failure to so notify the Township Administrator or his or her designee within said fifteen (15) day period shall forever bar the Grievance. At Step Two, the Township Administrator or his or her designee shall meet with the PBA within fifteen (15) days after receiving a written statement from the Grievant or PBA that the Grievance was not resolved at Step One. The Township Administrator or his or her designee shall render a written decision within fifteen (15) days after the meeting. The Township Administrator or his or her designee shall send a copy of the written decision to the Grievant with a copy to the PBA representative and to the Township Council.

3. **STEP 3:** If the matter is not resolved at Step Two to the satisfaction of the Grievant, or if no written decision is received within the fifteen (15) days (which shall be treated as an inability to resolve the Grievance), the PBA within an additional thirty (30) days from the date the Step Two decision was rendered may submit the Grievance or any portion of the Grievance to binding arbitration as set forth in

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Paragraphs (a) and (b) below. If the Township is the party filing the Grievance, it may proceed directly to Step 3 by following the steps set forth below on five (5) days notice to the PBA.

a. A written request shall be made to the New Jersey Public Employment Relations Commission ("PERC"), with a copy being sent to the other party that the Grievance has not been resolved to the satisfaction of a party and the submitting party is requesting that PERC appoint an arbitrator. The arbitrator shall be selected pursuant to the procedures of PERC.

b. The rules and procedures of PERC shall be followed by the arbitrator. The arbitrator shall be limited to issues presented and shall have no power to add to, subtract from, or modify any of the terms of this Agreement or to establish or change any wage rate. The decision shall be binding and final upon the Grievant(s), the Union and the Township. Any fees or administrative charges for arbitration shall be borne equally. Witness fees and other expenses shall be borne by the party incurring such expenses. Nothing herein shall permit an individual employee or group of employees to submit a grievance to Step Three.

ARTICLE XV: PERSONNEL FILES

A. One personnel file shall be maintained on each Police Officer. The Township Administrator shall be responsible for the safekeeping of said file. No Internal Affairs records or medical records shall be maintained in the personnel file.

B. The Chief of Police shall be responsible for the safekeeping of the confidential portions of a Police Officer's personnel file. Performance evaluations, documents relating to disciplinary matters, personal data of the Police Officer, and employment applications shall be deemed confidential. Internal Affairs files shall not be included in the Officer's personnel file and shall be maintained by the Chief of Police. However, in cases where an Internal Affairs complaint is sustained and discipline imposed, a copy of

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the administrative charging form and a copy of the disposition form may be placed in the Officer's personnel file.

C. No report or document relating to the Police Officer shall be placed in said Police Officer's personnel file unless a copy of that report or document shall have been personally served on the Police Officer or sent to him or her by certified mail by the Chief of Police. At the Police Officer's request his or her response to any report or document in his or her personnel file shall also be included in such file.

D. Upon advance notice, any Police Officer shall be permitted to personally review the contents of his or her personnel file. Such review shall be in the presence of a Township official or his or her designee. The time of review requested by the Police Officer must be reasonably acceptable to the Township Administrator.

E. Each Police Officer who participates in any promotional examination procedure shall receive, upon written request, a photocopy of the contents of his or her personnel file prior to the commencement of the promotional examination procedure at the expense of the Police Officer. The cost of such copies shall be consistent with the rate of copies charged under the Open Public Records Act, N.J.S.A. 47:IA-1, et seq.

ARTICLE XVI: SENIORITY

The following rules shall apply regarding seniority for PBA members:

A. Rank: Seniority shall be established first by rank and second by time served in rank. When two or more Police Officers are appointed to the same rank on the same day, seniority shall be determined by position on the eligibility list for appointment to that rank.

B. Completed years of service: Completed years of service shall be calculated beginning

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the date the Police Officer reports for active duty following graduation from the Police Academy.

C. Lay-Offs: Should the Township determine it is necessary to lay-off Police Officers such lay-offs shall be conducted in reverse order of seniority. All Sergeants shall be considered senior patrolmen.

ARTICLE XVII: LONGEVITY

Effective January 1, 2014, longevity payments shall be eliminated.

ARTICLE XVIII: HOURS OF WORK

A. The workday shall consist of twelve (12) consecutive hours of duty (four consecutive work days and four consecutive days off) if in the patrol division or 10 consecutive hours of duty (4 consecutive work days followed by three consecutive days off) if in a special unit.

B. Each Police Officer working an eight (8) hour, ten (10) hour, or twelve (12) hour shift shall be entitled to suspend his or her activities for a fifteen (15) minute coffee break and a thirty (30) minute meal break per shift. Each Police Officer working a twelve (12) hour shift shall be entitled to suspend his or her activities for an additional fifteen (15) minute coffee break per shift. Such suspension is to be approved by the Police Officer's supervisor.

C. During each Police Officer's coffee break or meal break, he or she shall be subject to immediate call at all times and shall not be permitted to take an additional break on the same shift without the supervisor's approval.

D. The coffee breaks and meal breaks shall be arranged to cause the least interference with the Police Officer's regular duties.

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ARTICLE XIX: OVERTIME - COMPENSATION AND DISTRIBUTION

A When a Police Officer is authorized to work beyond the completion of his or her shift or tour of duty and does work that additional time, the Police Officer shall be entitled to "overtime compensation" at a rate of time:and:one-half (1.5x) for the additional time worked. Compensation shall be made in the form of pay or time off, at the Police Officer's sole discretion. If the Police Officer elects to be compensated in the form of pay, payment shall be made upon the Police Officer's submission of a voucher which shall be submitted to the Township within two (2) calendar weeks of the date the overtime was worked. Payment shall be made in a timely manner as well. If the Police Officer elects to be compensated in the form of compensatory time off, see ARTICLE XX: COMPENSATORY TIME.

B. The following shall apply in calculating overtime:

1. A Police Officer held past the conclusion of his or her shift shall be compensated in overtime for a minimum of two (2) hours or the actual time worked whichever is greater.

2. A Police Officer called back to duty after the conclusion of the Police Officer's shift shall be compensated in overtime for a minimum of two (2) hours or the actual time worked, whichever is greater

3. If a Police Officer reports for duty more than fifteen (15) minutes late, he or she will be docked for the actual time late. This provision shall not apply if:

a. In the opinion of the Chief of Police, an unusually severe weather condition, road closure, act of God, or other sufficient cause acceptable to the Chief of Police is the cause for the Police Officer being late.

b. An individual Police Officer has arranged for coverage of his or her shift consistent with the practice of the Police Department.

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C. A Police Officer placed on-call in connection with a subpoena to testify arising out of the performance of the Police Officer's duties shall be compensated in pay only at a rate of one-half (0.5x) hour for each hour the Police Officer is on-call up to a maximum of 8 hours pay. This compensation shall only apply to time the Police Officer is not on duty.

D. Overtime assignments shall be awarded on a rotating basis with the intention of achieving equalization of premium pay earnings within each class of work.

ARTICLE XX: COMPENSATORY TIME

A. Where overtime payments in accordance with the above section (Article XIX) are earned, a Police Officer may, at his or her option, elect to take compensatory time off at the same time-and-one-half (1.5x) rate. The Police Officer must submit a written request to add said time to his or her compensatory time "bank". This compensatory time off shall be taken at the Police Officer's discretion with at least four (4) calendar days written notice to the Chief of Police or his or her designee. Said compensatory time cannot be denied even if it requires another Police Officer to be called in for overtime.

1. Effective January 1, 2015, Police Officers may accumulate up to 240 hours of compensatory time. Once a Police Officer has banked 240 hours of compensatory time, he or she will be paid for overtime in cash until his or her compensatory time bank is at or below 240 hours. Police Officers that have more than 240 hours of compensatory time banked as of January 1, 2015, will not be permitted to accrue any additional compensatory time and will be paid for overtime in cash until the Police Officer's compensatory time bank falls below 240 hours. The employer may never force a Police Officer to use his or her compensatory time. Nothing in this section will preclude the Township from paying cash for all or any portion of a Police Officer's compensatory time bank.

2. In the event a Police Officer cannot utilize his or her compensatory time then the Police Officer may elect to receive pay for the unused portion at the rate in effect at the time of payment.

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3. The Township reserves the right to pay cash for any and all accrued compensatory time at any time.

B. The Township and the PBA agree that all compensatory time for Police Officers that had been accumulated in the "Chief's Comp. Time Bank" as of July 1, 2010 has been utilized as of December 31, 2013.

C. Certain Police Officers shall be granted a time allowance based upon performance of certain duties:

1. When a member of the Patrol Division works a "4 and 4" schedule whereby each "4 and 4" shift is twelve (12) hours in duration, he or she shall receive 110 hours of compensatory time per year. Said compensatory time shall be pro-rated for any partial years for which the employee works such schedule. This compensatory time shall be taken in time off only.

2. Each member of the Detective Bureau shall receive twelve (12) "Stand-by" time per year as compensation for being designated stand-by detective. A minimum of six (6) of those days of compensatory time shall be taken in time off only in the year it is earned.

ARTICLE XXI: HOLIDAYS

Each Police Officer shall receive sixteen (16) paid holidays per year. Payment shall be made at the rate of one-and-one-half (1-1/2) days pay per holiday. This HOLIDAY COMPENSATION shall not be considered part of the Police Officer's base rate of pay but shall be included as part of the Police Officer's base pay when making pension contributions.

The recognized holidays are outlined in Appendix IV.

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ARTICLE XXII: VACATIONS

A. Each Police Officer shall be entitled to annual vacation days based upon completed years of service according to the following schedule:

PATROL DIVISION

Completed Years of Service	Vacation Hours	Vacation Dars
1/2	60	5
1	96	8
5	144	12
10	192	16
15	216	18
20	252	21

DETECTIVE BUREAU

Completed Years of Service	Vacation Hours	Vacation Dars
1/2	50	5
1	80	8
5	120	12
10	160	16
15	200	20
20	240	24

B. After the date on which a Police Officer has risen to the next step of the vacation schedule, he will be entitled to the additional benefit.

C. Vacation days shall be converted to hours based on a ratio of twelve (12) hours per day of vacation for members of the Patrol Division and ten (10) hours per day of vacation for members of the Detective Bureau.

D. Vacation days shall be selected on a seniority basis within each rank and according to the following restrictions:

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I. Vacation days may be denied due to scheduling shortages during the annual PBA Convention and the day of the annual fireworks display.

2. At the beginning of the calendar year, the Chief of Police shall distribute a separate schedule to the different ranks. Upon receipt of the schedule, each Police Officer shall have three (3) full days to make his or her annual vacation day selections.

3. Vacation shall be taken in the calendar year earned. Vacation days not used may be carried over to March 31st of the following calendar year only upon prior written application to the Chief of Police or his or her designee and approval of the Township Administrator. In no instance shall a Police Officer be entitled to carry over more than five (5) unused vacation days.

E. In the event of separation from the Township, a Police Officer's vacation entitlement shall be pro-rated based on time served.

ARTICLE XXIII: SICK LEAVE

A. Each Police Officer shall be entitled to cumulative days for sick leave, the purposes of which shall be to aid the Police Officer in the time of sickness or physical disability. Sick leave may be utilized for the care of a spouse, domestic partner, child, parent, or loved one living in the same household. Sick leave days shall be days off with pay. Sick leave days shall be accumulated as follows:

1. On January 1 of each year, except for Police Officers who have not yet completed the probationary period, each Police Officer shall be credited with three (3) sick leave days and shall be credited with an additional one (1) day per month thereafter at the end of such month worked throughout the year.

2. Each Police Officer who has accumulated at least 6 months of employment shall accumulate one sick day upon completion of each month worked.

3. Police Officers who have not yet completed six months of employment shall

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not be entitled to sick leave days.

B. The use of sick leave days is subject to rules and regulations contained in the Police manual.

C. Police Officers shall immediately notify the Chief of Police or his or her designee on each occasion of absence due to sickness or disability and must remain available for telephone contact with the Chief of Police or his or her designee during the Police Officer's regular work hours. The Township, at its option, may require suitable medical verification of the sickness or disability affecting the Police Officer's ability to perform his or her work.

D. The Township reserves the right to request proof of illness for any absence that lasts more than three (3) consecutive workdays. The Police Officer shall provide proof of illness upon his or her return to work. Failure to do so may result in disciplinary action. Nothing contained herein shall prevent the Township form having the Police Officer examined by a physician of its choosing at its expense if it believes that the Police Officer is feigning illness or may be unfit to return to duty.

E. Notwithstanding paragraph D above, the Township reserves the right to request proof of illness or disability at any time. Such proof must/shall be submitted by the Police Officer to the Chief of Police or his or her designee and the Township Administrator or his or her designee in a form satisfactory to the Township. This provision shall be applied consistent with the Family Medical Leave Act and the American's With Disabilities Act.

F. Sick leave pay may be denied in any case where the Police Officer fails to properly notify the Chief of Police or his or her designee of the Police Officer's proposed absence or where the Police Officer fails to submit satisfactory proof of illness or a doctor's certificate as herein required.

G. Under no circumstances shall a Police Officer receive payment for sick days upon retirement or separation from the Township.

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H. Nothing in this section affects or is affected by days missed due to injury incurred in the course of the Police Officer's employment which injuries are governed by the worker's compensation laws of the State of New Jersey.

Each Police Officer hired prior to January 1, 2014, utilizing less than five accumulated sick leave days during each year may sell back to the Township sick leave days at the rate of ninety (90%) percent of the daily rate for that Police Officer in the year that the sick leave was accumulated. The days permitted to be sold back are as follows:

Sick Leave Days Used	Days to be Sold Back
5	0
4	3
3	4
2	5
	6
0	7

This payment shall be made in a lump sum before June 1 of the following year. Each day sold back shall be deducted from the total sick leave days accumulated in accordance with paragraph A above. Sick leave days voluntarily transferred pursuant to Paragraph J below shall not impact an Officer's right to sell back unused or un-transferred sick days.

Police Officers hired on or after January 1, 2014 shall not be entitled to sick leave buy-back.

I. Police Officers shall be entitled to "Sick Leave Donation" per the attached policy. (See APPENDIX II)

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ARTICLE XXIV: BEREAVEMENT LEAVE

Each Police Officer shall be entitled to BEREAVEMENT LEAVE upon the death of certain family members. Bereavement leave shall be days off with pay granted as follows:

A. Upon the death of a Police Officer's Grandparent, Parent, Spouse, Child, Sibling, Father-in-Law, Mother-in-Law, Son-in-Law, Daughter-in-Law, Brother-in-Law, Sister- in-Law, Grandchild, and Spouse's Grandparent, the Police Officer shall be granted bereavement leave from the day of death to the day of burial not to exceed three (3) working days.

B. Uncle, Aunt, Nephew, Niece, or Cousin of the First Degree shall be granted bereavement leave for the day of the burial.

C. Bereavement leave may be up to one (1) additional days when the reason for the leave requires the Police Officer to travel outside the State of New Jersey and the Police Officer is unable to return in time for duty. Proof of location may be required at the discretion of the Chief of Police or his or her designee.

ARTICLE XXV: OTHER LEAVE

A. No Police Officer retiring from service with the Township shall be entitled to any TERMINAL LEAVE whether provided by any Township Ordinance, prior agreement, orotherwise.

B. A Police Officer may receive a leave of absence. Leave of absence shall be without pay for a period not to exceed six (6) months. A leave of absence may only be granted after application to the Chief of Police, approval by the Mayor or his or her designee and only upon a showing of good cause for leave to be granted. An approved leave of absence shall not constitute a break in service for the Police Officer. Any leave of absence greater than thirty (30) days shall result in suspension of all employee benefits after the thirtieth (30th) day unless the Police Officer pays the Township the costs for maintaining these benefits for the remaining duration ofthe approved leave ofabsence.

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ARTICLE XXVI: INSURANCE

A. The Township shall provide group health insurance benefits to all active Police Officers, their spouses and eligible dependents on the effective dates of this Agreement as follows:

1. The Township shall offer base medical coverage to Police Officers which is substantially similar to the POS Plan provided under the parties' 2018-2021 Agreement. A plan that increases out-of-pocket expenses incurred by Police Officers (such as office visit co-pays, deductibles, prescription co-pays, etc.) shall not be considered substantially similar. The Township may also offer such othermedical plans at its sole discretion. During the first quarter of 2022, the Union agrees to meet in good faith with the Township to seek out a new health insurance plan that may reduce overall costs for both Township and employees.
2. All active Police Officers will contribute towards the cost of healthcare in an amount determined in accordance with Section 39 of P.L. 2011, c. 78. This amount will be at levels commensurate with Tier 4 of the former Section 39 of P.L. c 78. (See Appendix V for contributions commensurate with Tier 4).

3. In the event the Township offers a plan with a cost greater than the Plan(s) referenced in Paragraph A.1, any Police Officers electing such plan shall pay the difference in cost per month to the Township based on their coverage in addition to the payment specified in Paragraph A.2.

4. Dental coverage substantially similar to the coverage provided under the terms of the parties' 2018 through 2021 Agreement, which included the Police Officer's spouse and eligible dependents. Any Police Officer electing dental coverage shall contribute to the cost of such coverage commensurate with Tier 4 of the former Section 39 of P.L. 2011, c. 78.

5. Any Police Officer electing to receive vision coverage offered by the Township shall contribute to the cost of such coverage commensurate with Tier 4 of the former-Section 39 of P.L. 2011, c. 78.

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B. Retired Police Officers, their spouses and eligible dependents shall be covered with medical and dental benefits subject to the following:

1. Police Officers hired prior to January 1, 2014, their spouses, and eligible dependents shall be covered only when the Police Officer retires with twenty-five (25) years of service in the Police and Fireman's Retirement System while employed for fifteen (15) years in the Township of Berkeley Heights, or retires due to a State approved disability after at least ten (10) years of completed service in the Police and Fireman's Retirement System while employed in the Township of Berkeley Heights, or retires due to traumatic disability from a work related incident after at least eight (8) years of completed service in the Police and Fireman's Retirement System while employed in the Township of Berkeley Heights.

2. Police Officers hired on or after January 1, 2014, their spouses, and eligible dependents shall be covered only when the Police Officer retires with twenty-five (25) years of service in the Police and Fireman's Retirement System while employed for twenty (20) years in the Township of Berkeley Heights, or retires due to a State approved disability after at least ten (10) years of completed service in the Police and Fireman's Retirement System while employed in the Township of Berkeley Heights, or retires due to traumatic disability from a work related incident after at least eight (8) years of completed service in the Police and Fireman's Retirement System while employed in the Township of Berkeley Heights.

3. a) Effective January 1, 2022, all current and future retirees with a family plan will contribute 8% of their annual pension benefit toward medical and dental coverage in retirement, subject to subparagraph (c) below.

b) Effective January 1, 2022, all current and future retirees with single coverage will contribute 5% of their annual pension benefit toward medical and dental coverage in retirement, subject to subparagraph (c) below.

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c) To the extent there are increases in healthcare costs for the Township that do not exceed 5% in any given year, such increase shall be paid entirely by the Township. If the increase exceeds 5% in any given year, the cost exceeding 5% shall be shared equally among the Township, retirees with family plans and retirees with single coverage.

4. All retirees shall retain all of the benefits under this collective bargaining agreement to which they retired. No further collective bargaining agreements may decrease the retiree benefits of those employees who retire during this collective bargaining agreement. Retirees must pay the contribution set forth in Section 3, above, for such coverage.

5. Current and future retirees who had 20 years of pension credits as of June 28, 2011 and were therefore exempt from paying Chapter 78 premium contributions in retirement will still be exempt. Current and future retirees who retired on a disability pension shall also be exempt from contributing toward the premium in retirement.

6. Spouses and dependents of retired officers are only eligible for health coverage if they were an officer's spouse or dependent at the time of the officer's retirement. Individuals who become spouses or dependents after an officer retires are not eligible for coverage. The only exception shall be for dependents born to or adopted by the retiree after the officer retires.

C. The surviving spouse and eligible dependents of a Police Officer dying due to a work-related incident shall be covered as follows:

1. The surviving spouse and eligible dependents of a deceased covered retired Police Officer shall be covered, but the surviving spouse shall be responsible for paying fifty percent (50%) of the cost for the coverage until reaching the age of fifty-five (55) at which time the Township will pay the full cost.

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2. Upon the surviving spouse becoming eligible for Medicare, coverage will be limited to supplemental coverage.

3. Coverage for any surviving spouse shall terminate upon remarriage of the spouse. Survivors shall notify the Township Executive Assistant - Administration of the remarriage not more than thirty (30) days after such remarriage. In the event notice is not given within such thirty (30) day period the Survivor shall be billed and shall be obligated to pay to the Township any premium costs incurred.

4. Surviving spouses and dependents of retired officers are only eligible for health coverage if they were an officer's spouse or dependent at the time of the officer's retirement, and they were enrolled in the Township's health plan at the time of the officer's retirement. The only exception shall be for retiree's biological dependents born to the surviving spouse after the officer's death; that dependent shall be covered.

D. Coverage for any eligible dependent shall terminate upon emancipation of the dependent. Notice of the emancipation shall be provided to the Township Executive Assistant - Administration not more than thirty (30) days after such emancipation. In the event notice is not given within such thirty (30) day period the covered individuals shall be billed and shall be obligated to pay to the Township any premium costs incurred.

E. In the event that a Police Officer elects to waive coverage and provides satisfactory proof to the Township of coverage from another source which is at least equal to that provided by the Township, the Township shall pay to the Police Officer the following:

1. Payment to a Police Officer per year who submits or renews a waiver of the Township's insurance coverage on or before May 20, 2010 shall be $6,000.

2. Payment to a Police Officer who submits or renews a waiver of the Township's insurance coverage on or after May 21, 2010 shall be 25% of the cost of such benefits to the Township or $5,000.00, whichever is less.

All such payments shall be excluded from the base salary and shall not be included in pension calculations.

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Bargaining unit members who opt out of the Township's insurance plan shall not be

liable to pay contractual premium contributions and/or the State mandated contribution.

Police Officers hired on or after January 1, 2014 shall not be entitled to payments for waiver of coverage.

ARTICLE XXVII: IN-SERVICE POLICE TRAINING

A. A Police Officer attending an In-Service Police Training course shall be excused from duty without loss of pay for that day. A Police Officer attending an In-Service Police Training course on the Police Officer's day off shall be compensated pursuant to other terms of this contract, and if a Police Officer is entitled to overtime compensation pursuant to Article XIX, then the Police Officer in training shall be compensated in overtime. All In-Service Police Training shall be pre-approved by the Chief of Police.

B. The Township shall provide a vehicle and gas to any Police Officer attending such training course, if a vehicle is available.

C. The Township will reimburse a Police Officer using the Police Officer's own vehicle to travel to the training course for mileage at the rate allowed by the Internal Revenue Service.

D. The Township will reimburse the Police Officer attending such a training course for all tolls and parking fees incurred upon proof of such expense.

E. Any Police Officer scheduled to attend an in-service training course who does not attend without a valid excuse shall be responsible for the costs of the course and shall not be compensated for that day.

ARTICLE XXVIII: EDUCATIONAL TUITION REIMBURSEMENT AND EDUCATIONAL COMPENSATION

Each Police Officer shall be entitled to tuition reimbursement for college credits by the Township subject to the following:

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A. College credits taken at a minimum rate of three (3) credits per calendar year.

B. Tuition reimbursement shall be made for each college course completed with a grade of "C+" or above.

C. Graduate credits shall not be reimbursable.

D. A Police Officer shall submit a letter to the Chief of Police and the Township Administrator prior to November 1 of the year prior to the year in which he or she intends to seek reimbursement for any course to ensure that appropriate funds are provided in the budget for reimbursement. Should a Police Officer fail to submit a letter in a timely fashion and adequate funds not be available in the year in which reimbursement is sought the Township may elect to deny reimbursement.

E. All credits sought for reimbursement require the prior approval of the Chief of Police and the Township Administrator. Approval shall not be unreasonably denied.

F. All course credits, including online course credits, must be transferable to Rutgers, the State University of New Jersey.

G. Credits will be reimbursed at no more than the per credit cost of Rutgers, the State University of New Jersey, New Brunswick campus.

H. Police Officers receiving reimbursement for educational credits shall remain employed with the Township for a period of no less than four (4) years following reimbursement. Any Police Officer leaving before four (4) years after reimbursement shall refund the Township for the amount of said reimbursement.

ARTICLE XXIX: UNIFORMS

The Township shall issue each new Police Officer the initial uniform. Should any part of an Officer's uniform be damaged or destroyed in the line of duty, the Township will pay for replacement or repair of the uniform. This does not apply to normal wear or aging of the uniform. Should the Township change the required current work uniform, the Township shall pay for the issue of a new uniform for each Police Officer in quantity

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sufficient to last one year. Should the PBA request a change of uniform, costs of the change will be charged to the PBA, if the Township approves such requested change.

ARTICLE XXX: DEFERRED COMPENSATION PLAN

The Township shall continue to maintain a Deferred Compensation Plan. Participation in the Plan will be voluntary for each Police Officer.

ARTICLE XXXI: TERMINATION OF SERVICE

Resignation of a Police Officer shall be in the form of a written notice to the Chief of Police and bear the signature of the employee resigning. Notice shall be no less than 14 days prior to the date of resignation.

Retirement of a Police Officer shall be in the form of a written notice to the Chief of Police and bear the signature of the employee retiring. Notice shall be simultaneous with that given to the NJ State Division of Pensions and Benefits.

ARTICLE XXXII: RANK AND ASSIGNMENT DIFFERENTIALS

A. In the event that a Police Officer is assigned on a permanent basis to the position of Detective, Traffic Officer, or Juvenile Officer that Police Officer shall receive, in addition to the base rate of pay to which he or she would otherwise be entitled as set forth in this Agreement an ASSIGNMENT DIFFERENTIAL as set forth in Schedule A.

B. In the event that a Police Officer is promoted to the rank of Sergeant that Officer shall receive the base rate of pay as set forth in the Agreement as set forth in Schedule A.

C. In the event that a Police Officer is promoted to, or has already achieved the rank of sergeant and is also assigned, on a permanent basis to the position of Traffic Sergeant or Detective Sergeant, that Police Officer shall receive, in addition to the base rate of pay to which he or she would otherwise be entitled as Sergeant as set forth in Schedule A in this Agreement an ASSIGNMENT DIFFERENTIAL as set forth in Schedule A.

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D. In the event that a Police Officer receiving any RANK DIFFERENTIAL or

ASSIGNMENT DIFFERENTIAL ceases to hold such rank or is no longer assigned to one of the positions set forth in this Article, either by action of the Department or voluntarily, that Police Officer shall no longer be entitled to receive the relevant RANK DIFFERENTIAL or ASSIGNMENT DIFFERENTIAL as the case may be.

E. The RANK DIFFERENTIAL and ASSIGNMENT DIFFERENTIAL for Corporals is set forth in Schedule A and the July 21, 2017 Side Bar Agreement that is incorporated herein and is attached hereto as Appendix III.

ARTICLE XXXIII: PBA RIGHTS AND PRIVILEGES

The Township shall grant the PBA certain rights and privileges as follows:

A. The PBA shall be granted convention leave as required by N.J.S.A. 40A:14-177. All costs associated with attending the Convention pursuant to this section shall be paid by the PBA.

B. The Township shall grant time off without loss of pay to the PBA State Delegate or his or her designee to attend the monthly State and County Conference, Tri-County Conference, and President-Delegate Conference meetings. If the meeting occurs on a day of a regularly scheduled tour of duty the attending Officer shall be excused from that day's shift without loss of pay.

C. The Township shall provide the PBA the following assistance to facilitate PBA business:

1. Up to 90 minutes time off per month without loss of pay to the PBA treasurer to perform the duties of that office.

2. Time off without loss of pay to any PBA member to attend monthly PBA local meetings subject to minimum patrol requirements. No Police Officer shall receive pay for attending a PBA meeting, or portion thereof, when the Police Officer is not scheduled to be working.

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3, Use of the conference (break) room to conduct PBA meetings.

4. A suitable filing cabinet within Police Headquarters for storage of PBA records.

5. The PBA shall be permitted to solicit public contributions within limits set by statute or guidelines.

D. In connection with contracts and negotiations the Township agrees as follows:

1. Time off without loss of pay to the PBA Negotiations Committee to conduct work related to contract negotiations subject to minimum manpower requirements.

ARTICLE XXXIV: PROMOTIONS

Promotions shall be based upon seniority, past performance, training, education and experience, and an oral examination to be given by the Chief of Police and Mayor. This article is not subject to the provisions of the Grievance Procedure set forth in Article XIII. Violations of the promotional procedures are subject to the Grievance Procedure set forth in Article XIII.

ARTICLE XXXV: POLICE FUNERALS

In the event a Police Officer of a jurisdiction in the State of New Jersey is killed in the line of duty, the Township shall provide a marked patrol vehicle, if available, and gas, to any off-duty Police Officer(s) who wishes to attend the funeral.

ARTICLE XXXVI: PERSONAL DAYS

Each Police Officer shall receive a total of three (3) personal days per annum. If a personal day is not used, then a personal day may be carried forward to the next year. A Police Officer does not have to give any

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explanation for the use of any personal days and shall be granted the use of the personal day, except in case of an emergency.

ARTICLE XXXVII: TERM AND RENEWAL

This Agreement shall be in effect and govern the parties hereto for the period January 1, 2022 through December 31, 2026. Upon expiration of the term of this Agreement the provisions agreed to hereunder, including but not limited to all obligations, benefits, and conditions of employment shall remain in full force and effect unless and until changed in accordance with the law.

The Township and PBA agree to commence negotiations for a new Agreement between the parties between June 1 and August 1, 2026.

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IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates set forth next to their signatures.

THE TOWNSHIP OF BERKELEY HEIGHTS

Date: Nov 1, 2021 BY: _____

Angie Devanney, Mayor

THE TOWNSHIP OF BERKELEY HEIGHTS

Date: Nov. 1, 2021 BY: _____

Liza Viana, Township Administrator

PBA Local #144

Date: 11-22-, 2021 BY: _____

Brian Nigro, President

Date: 11-22-, 2021 BY: _____

Patrick Moran, State Delegate

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SCHEDULE A

A. Each Police Officer shall receive a base rate of pay based upon his or her years of service in the department as set forth in the following charts and shall move to the next higher step upon completion of a full year at the lower step.

B. As of January 1, 2022, all step movement will take place on January 1 each year. The only exemption will be those officers hired or promoted in the last quarter of the year, from October 1 through December 31, starting in the year 2022. They will not move on January 1st of the following year to the next step, they will only receive the 2.25% increase applied to their current step. They will move as set forth in A, above.

PBA STEP TABLE - SCHEDULE A

		% Increase from year to yeaar within the step				
		2.25%	2.25%	2.25%	2.25%	2.25%
Step	Base Salary 2021 from 2018-2021 Contract	2022 Base, Excluding Holiday pay	2023 Base, Excluding Holiday pay	2024 Base, Excluding Holiday pay	2025 Base, Excluding Holiday pay	2026 Base, Excluding Holiday pay
Prob	51,982	53,152	54,348	55,570	56,821	58,099
2nd Yr	54,526	55,753	57,007	58,290	59,601	60,942
3rd Yr	57,095	58,380	59,693	61,036	62,410	63,814
4th Yr	59,795	61,140	62,516	63,923	65,361	66,832
5th Yr	62,595	64,003	65,443	66,916	68,422	69,961
6th Yr	65,865	67,347	68,862	70,412	71,996	73,616
7th Yr	89,480	91,493	93,552	95,657	97,809	100,010
8th Yr	92,750	94,837	96,971	99,153	101,383	103,665
9th Yr	106,338	108,731	111,177	113,679	116,236	118,852
10th Yr	107,861	110,288	112,769	115,307	117,901	120,554
11th Yr	116,000	118,610	121,279	124,007	126,798	129,651
		-	-	-	-	-
SGT 1	123,168	125,939	128,773	131,670	134,633	137,662
SGT 2	128,319	131,206	134,158	137,177	140,263	143,419

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C. ASSIGNMENT AND RANK DIFFERENTIALS

In addition to the base rate of pay set forth above, each Police Officer assigned as Juvenile Officer, Traffic Officer, or Detective shall receive an additional payment added to such base rate of pay. Such sum shall be considered part of such Police Officer's base pay for pension purposes. The following amounts are set as the assignment differentials:

For Police Officers assigned prior to July 21, 2017:

2018	$6,250
2019	6,250
2020	6,250
2021	6,250

For Police Officers assigned on or after July 21, 2017:

2018	$4,000
2019	4,000
2020	4,000
2021	4,000

In the event that a Police Officer is promoted to the rank of Sergeant he or she shall have his or her base rate of pay established as that base rate of pay of SGT 1 as set forth above.

D. CLOTHING ALLOWANCE

As of January 1, 2005 the clothing allowance payment was eliminated.

E. MAINTENANCE ALLOWANCE

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As of January 1, 1999, the maintenance allowance was eliminated.

F. LODGING ALLOWANCE

Each Officer attending the annual PBA convention shall be entitled to a LODGING ALLOWANCE of up to $250.00.

APPENDIX I – 2021 Health Benefit Options

2021 Health Benefit Options

Benefit	AETNA HMO		AETNA OPEN ACCESS $5		AETNA PREFERRED POS		AETNA HDHP	
	IN-NET	OUT-OF-NET	IN-NET	OUT-OF-NET	IN-NET	OUT-OF-NET	IN-NET	OUT-OF-NET
PCP/Specialist Copay	$10/$10	N/A	$5/$5	80% after deductible	$20/$40	60% after deductible	80% after deductible	50% after deductible
Inpatient Hospital	100%	N/A	100%	80% after deductible	80% after deductible	60% after deductible	80% after deductible	50% after deductible
Outpatient Surgery	100%	N/A	100%	80% after deductible	80% after deductible	60% after deductible	80% after deductible	50% after deductible
ER Copay	$35 copay		$25 copay		$100 copay, then 80% (no deductible)		80% after deductible	
Short Term Therapies (Physical, Speech, Occupational)	$10 copay	N/A	100%	80% after deductible	$40 copay	60% after deductible	80% after deductible	50% after deductible
Chiropractic	$10 copay	N/A	$5 copay	80% after deductible	$40 copay	60% after deductible	80% after deductible	50% after deductible
	20 visits	N/A	60 visits		30 visits		30 visits	

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2021 Health Benefit Options

Benefit	AETNA HMO		AETNA OPEN ACCESS $5		AETNA PREFERRED POS		AETNA HDHP	
	IN-NET	OUT-OF-NET	IN-NET	OUT-OF-NET	IN-NET	OUT-OF-NET	IN-NET	OUT-OF-NET
Child's Routine Eye Exam	$10 copay (once per 12 months)	N/A	$5 copay (once per 12 months)	80% after deductible	N/A	N/A	100% (no ded., once per 24 months)	N/A
Individual Deductible	$0	N/A	$0	$100	$500		$1,350	
Family Deductible	$0	N/A	$0	$250	$1,000		$2,700	
*OOP Individual	$4,000	N/A	$400	$2,000	$2,000	$4,000	$5,500	
*OOP Family	$8,000	N/A	$1,000	$5,000	$4,000	$8,000	$11,000	
Coinsurance	100%	N/A	100%	80%	80%	20%	80%	50%
Prescription Drugs via Express Scripts Generic Preferred Non-Preferred	$5/$10/$20	N/A	90%	N/A	80% after deductible	N/A	80% after deductible	N/A

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(Updated October 26, 2021)

Township of Berkeley Heights

	Aetna High Deductible Plan		Aetna Preferred POS II		Aetna Open Access $5		Aetna HMO
Benefit	**In Network**	**Out of Network**	**In Network**	**Out of Network**	**In Network**	**Out of Network**	**In Network Only**
Benefit Period	Calendar Year		Calendar Year		Calendar Year		Calendar Year
Deductible							
Individual	$1,350		$500		None	$100	None
Family	$2,700		$1,000		None	$250	None
Coinsurance	80%	50%	80%	60%	100%	80%	100%
Maximum out of Pocket							
Individual	$5,500		$2,000	$4,000	$400	$2,000	$4,000
Family	$11,000		$4,000	$8,000	$1,000	$5,000	$8,000
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Doctor's Office Visits							
Primary Care Office Visits	80% after Deductible	50% after Deductible	$20 Copay	60% after Deductible	$5 Copay	80% after Deductible	$10 Copay
Specialist Office Visit	80% after Deductible	50% after Deductible	$40 Copay	60% after Deductible	$5 Copay	80% after Deductible	$10 Copay
Allergy Testing and Treatment	80% after Deductible	50% after Deductible	$40 Copay	60% after Deductible	$5 Copay	80% after Deductible	$10 Copay
Preventive Care							
Routine Well Adult Care	No Charge	Not Covered	No Charge	Not Covered	No Charge	80% after Deductible	No Charge
Routine Well Newborn and Child Care	No Charge	Not Covered	$40 Copay	Not Covered	No Charge	80% (No Deductible)	No Charge
Diagnostic Procedures							
Laboratory	80% after Deductible	50% after Deductible	80% after Deductible	60% after Deductible	No Charge	80% after Deductible	No Charge
Outpatient-X-ray/ Radiology Services	80% after Deductible	50% after Deductible	80% after Deductible	60% after Deductible	No Charge	80% after Deductible	No Charge
Hospital Care							
Room and Board (Semi-Private Room)	80% after Deductible	50% after Deductible	80% after Deductible	60% after Deductible	No Charge	80% after Deductible	No Charge
Pre-admission Testing	80% after Deductible	50% after Deductible	80% after Deductible	60% after Deductible	No Charge	80% after Deductible	No Charge
Surgery in Hospital	80% after Deductible	50% after Deductible	80% after Deductible	60% after Deductible	No Charge	80% after Deductible	No Charge
Inpatient Physician Services	80% after Deductible	50% after Deductible	80% after Deductible	60% after Deductible	No Charge	80% after Deductible	No Charge
Outpatient Dept. Services	80% after Deductible	50% after Deductible	80% after Deductible	60% after Deductible	No Charge	80% after Deductible	No Charge
Emergency Care							
Emergency Room	80% after Deductible		80% after $100 Copay (No Deductible)		$25 Copay		$35 Copay
Ambulance (Local, Medically Necessary)	80% after Deductible	50% after Deductible	80% after Deductible	60% after Deductible	No Charge	80% after Deductible	No Charge
Outpatient Surgery							
Hospital Outpatient Surgery	80% after Deductible	50% after Deductible	80% after Deductible	60% after Deductible	No Charge	80% after Deductible	No Charge
Surgery in an Ambulatory SurgiCenter	80% after Deductible	50% after Deductible	80% after Deductible	60% after Deductible	No Charge	80% after Deductible	No Charge
Mental Health Services							
Inpatient	80% after Deductible	50% after Deductible	80% after Deductible	60% after Deductible	No Charge	80% after Deductible	No Charge
Outpatient	80% after Deductible	50% after Deductible	80% after Deductible	60% after Deductible	$5 Copay	80% after Deductible	$10 Copay
Substance/Alcohol Abuse Services							
Inpatient	80% after Deductible	50% after Deductible	80% after Deductible	60% after Deductible	No Charge	80% after Deductible	No Charge
Outpatient	80% after Deductible	50% after Deductible	80% after Deductible	60% after Deductible	$5 Copay	80% after Deductible	No Charge
Other Services							
Durable Medical Equipment	80% after Deductible	50% after Deductible	80% after Deductible	60% after Deductible	No Charge	80% after Deductible	No Charge after $100 Deductible
Home Health Care	No Charge after Deductible	50% after Deductible	80% after Deductible	60% after Deductible	No Charge	80% after Deductible	No Charge
	Limited to 120 visits per calendar year		Limited to 120 visits per calendar year				Limited to 1 visit per day
Hospice Care	80% after Deductible	50% after Deductible	80% after Deductible	60% after Deductible	No Charge	80% after Deductible	No Charge

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	Aetna High Deductible Plan		Aetna Preferred POS II		Aetna Open Access $5		Aetna HMO
Benefit	**In Network**	**Out of Network**	**In Network**	**Out of Network**	**In Network**	**Out of Network**	**In Network Only**
Benefit Period	Calendar Year		Calendar Year		Calendar Year		Calendar Year
Deductible							
Infertility	80% after Deductible	50% after Deductible (Comprehensive Services Not Covered)	80% after Deductible	60% after Deductible (Comprehensive Services Not Covered)	$5 Copay Office Visit; No Charge Inpatient or Outpatient Facility	80% after Deductible	Subject to applicable copays
Rehabilitation Outpatient Therapies: Physical, Occupational, Speech, Respiratory	80% after Deductible	50% after Deductible	$40 Copay	60% after Deductible	No Charge	80% after Deductible	$10 Copay
	Limited to 30 visits per condition per calendar year		Limited to 30 visits per condition per calendar year				Limited to 60 visits per condition per calendar year
Skilled Nursing Facility	80% after Deductible	50% after Deductible	80% after Deductible	60% after Deductible	No Charge	80% after Deductible	No Charge
					Limited to 100 Days Per Calendar Year	Limited to 60 Days Per Calendar Year	Limited to 120 Days Per Calendar Year
Therapeutic Manipulation (Chiropractic Care)	80% after Deductible	50% after Deductible	$40 Copay	60% after Deductible	$5 Copay	80% after Deductible	$10 Copay
Vision - Routine Eye Exam (every other calendar year)	No Charge	Not Covered	No Charge	Not Covered	$5 Copay	80% after Deductible	No Charge
Rx Program							
Tier One - Generic	80% after Deductible	N/A	80% after Deductible	N/A	90%	N/A	$5 Retail; $5 Mail
Tier Two - Preferred Brand	80% after Deductible	N/A	80% after Deductible	N/A	90%	N/A	$10 Retail; $15 Mail
Tier Three - NonPreferred Brand	80% after Deductible	N/A	80% after Deductible	N/A	90%	N/A	$20 Retail; $25 Mail

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APPENDIX II

SICK LEAVE DONATION PROGRAM

PURPOSE

This policy allows PBA and SOA unit members to donate accrued and unused sick time to PBA and/or SOA unit members who are in need if time off due to a personal health condition or the health condition of an immediate family member.

ELIGIBILITY TO RECEIVE LEAVE

PBA and/or SOA unit members may receive donated sick leave time under the following circumstances:

1. The unit member requires leave for a personal health condition or the health condition of a family member listed in Article **XXIII,** Section A of the parties' collective negotiations agreements ("CNAs").

2. The unit member has been employed by the Township as a PBA and/or SOA unit member for one (1) year.

3. The unit member has exhausted all sick, vacation, personal and compensatory time.

4. The unit member is not taking a leave that is covered under the New Jersey Worker's Compensation Act.

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ELIGIBILITY TO DONATE LEAVE

PBA and/or SOA unit members may voluntarily elect to donate sick leave to a designated recipient subject to the following:

1. The donating unit member certifies that the sick leave is being donated voluntarily and with the knowledge that it will not be returned once donated.

2. A leave donor may not revoke the sick leave donation.

3. A Police Officer who donates sick leave shall not have those days counted against him or her for the purposes of eligibility for the sick leave buy-back program set forth in Article XXIII of the CNAs.

4. Each Police Officer shall donate only one (1) day per donation request. If the initial request does not produce enough donations, subsequent requests can be made and a Police Officer can elect to donate an additional day for each subsequent request.

GENERAL PROVISIONS

This Sick Leave Donation Program will be administered subject to the following general provisions:

1. During the period that donated sick leave is used, the donated sick leave recipient shall be treated in the same manner as an employee on sick leave for purposes of service credit and any term, condition or benefit or employment.

2. Donated sick leave will be placed in a "Sick Time Donation Bank.".

3. Donated sick leave cannot be "cashed out."

4. No unit member will be forced to donate sick leave.

5. The Township administrator shall have the authority to approve or disapprove the donation request for the unit member. A request for donated sick leave shall not be unreasonably denied.

6. All donated sick leave shall be used concurrent with FMLA/FLA, if said Police Officer is eligible for such leave.

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PROCEDURE

To the extent possible, the procedure set forth below shall be followed with regard to the Sick Leave Donation Program. It is understood, however, that emergent circumstances are likely to arise and will be handled on a case-by-case basis.

1. A unit member that believes he or she may require donated sick leave must notify the PBA President or his or her designee as soon as practicable of the need.The PBA President or his or her designee will advise the Chief of Police and the Township Administrator of the request.

2. Proper medical documentation will be required.

3. The PBA will send out a request for sick leave donors as soon as practicable after being advised of the unit member's eligibility.

4. Potential sick leave donors must respond as soon as practicable to the notice from the PBA and certify, in writing:

   a. That the sick leave is being donated voluntarily;

   b. That the donor wishes to donate sick leave;

   c. That the donor is aware that the sick leave will not be returned and that any unused portion of the donated sick leave will be placed in the Sick Time Donation Bank.

5. If all of the donated sick leave is not used, the remainder shall be placed in the Sick Time Donation Bank. The Sick Time Donation Bank can only be used by members of the PBA and/or SOA negotiations units.

6. The PBA will furnish to the Police Administration and the Human Resources Department the names of the Police Officers who donated sick leave for reconciliation of attendance cards.

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7. If the recipient Police officer exhausts the donated sick leave and more sick leave is needed the Police Officer may make a subsequent request for additional donated sick leave.

8. A PBA or SOA unit member who has sustained discipline for chronic or excessive lateness or abuse of leave within the twelve (12) months immediately preceding the request shall not be eligible to receive donated sick leave for that request.

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APPENDIX III – CORPORAL SIDE-BAR AGREEMENT

The Township of Berkeley Heights and PBA Local 144 agree as follows:

1. The Township shall amend the Police Department Table of Organization to include the position of Corporal as an assignment.

2. The Corporal shall be responsible for the performance of the duties of a Sergeant in the absence of the Sergeant on his/her shift. A Corporal shall not, however, except in emergent circumstances, have the authority to implement discipline.

3. The assignment of Corporals is not intended to circumvent filling vacancies in the Sergeant's rank.

4. The Township agrees to increase a Police Officer's annual pensionable base pay by two thousand ($2,000) dollars while that Police Officer is assigned as a Corporal. The increase shall be paid in the regular payroll cycles of the Township in equal installments.

5. The Corporal position shall not be a rank but an assignment to be made at the discretion of the Chief of Police only with such limitations as set forth in this Agreement. As such, unless an allegation alleges a violation of this Agreement, the actual assignment of a Police Officer to Corporal shall not be subject to the grievance procedure set forth in Article XIV of the parties' collective negotiations agreement. A Police Officer may decline a Corporal assignment without repercussion.

6. The role, function and job description of the position of Corporal shall be at the sole discretion of the Chief of Police and may be revised or modified from time to time at the Chief's sole discretion. However, the Chief of Police shall provide at least sixty (60) calendar days' written notice to the PBA of any such revisions or modifications. All such revisions or Modifications that involve mandatory subjects of negotiations shall be negotiated with the PBA prior to implementation if the PBA requests such negotiations.

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7. A Police Officer may. be removed from the assignment to Corporal at the discretion of the Chief of Police. However, except within the first forty-five (45) calendar days of the assignment, unless the Corporal is removed for a proven disciplinary action for just cause he/she shall maintain the increase set forth in paragraph 4, above. The issue of a '·just cause" removal shall be subject to the Article XIV grievance procedure.

8. Unless specifically approved by the Chief of Police or his/her designee, a Corporal and Sergeant shall not take a vacation day or personal day off on the same day and shift.

a. A Corporal or Sergeant may use compensatory overtime to be off on thesame day and shift, as long as the shift is able to be filled by a supervisor on the approved supervisor list.

b. If the Corporal is scheduled to be off or is already off from his/her shift and his/her immediate Sergeant takes off on the same day and shift, it shall be the responsibility of that Sergeant to contact the Corporal to give him/her the opportunity to return to work.

c. If the Corporal does not return to work, *this* time off will be counted as anabsence in calculating the entitlement to the bonus provision set forth in paragraph 9, below.

9. A Corporal shall receive $500.00 in additional compensation each quarter of thecalendar year if he/she is off 12 hours or less from his/her tour of duty during that quarter when the Sergeant on that same shift and day is off duty. If a Corporal is off more than 12 hours but not more than 24 hours in a quarter he/she shall receive $250.00 in additional compensation.

10. For the purposes of vacation selection as set forth in Article XXII, paragraph D ofthe parties' collective negotiations agreement, Corporals shall select vacation by seniority after Sergeants.

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11. Corporals and Sergeants shall be eligible to swap shifts amongst those officers holding such rank and/or assignment. Corporals can switch shifts with a Sergeant only when no Sergeant is working. Two Sergeants shall not work the same shift unless approved by the Chief of Police or his/her designee.

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12. Moving forward, Police Officers who are assigned to the positions of Juvenile Officer, Traffic Officer or Detective on or after the date of execution of this Agreement shall receive an additional payment of four thousand ($4,000) dollars added to their pensionable base pay. This rate of payment shall not apply to or affect the rate of pay received by any Police Officer assigned as Juvenile Officer, Traffic Officer or Detective prior to the date of this Agreement. The increase shall be paid in the regular payroll cycles of the Township in equal installments. A Police Officer may be removed from these assignments at the discretion of the Chief of Police. However, except within the first forty-five (45) calendar days of the assignment, unless the removal is for proven disciplinary action for just cause, he/she shall maintain the increase received for the assignment. The issue of a "just cause" removal shall be subject to the Article XIV grievance procedure.

13. If a Corporal is assigned as a Juvenile Officer, Traffic Officer or Detective he/she shall only be entitled to the salary differential which is the greater of the two, inclusive of the payment set forth in paragraph 9.

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14. This Agreement modifies the parties' collective negotiations agreement in all applicable places. All other terms and conditions set forth in the collective negotiations shall remain unchanged.

15. This Agreement shall not be effective unless ratified by the PBA membership and approved by the Mayor and Council.

16. This Agreement shall be reviewed by the Chief of Police after six (6) months from the date of execution to determine if the Department shall continue to assign Police Officers to the position of Corporal. If the Chief of Police discontinues assigning Police Officers to the position of Corporal, the increase set forth in paragraph 4, above shall be eliminated and those officers who were assigned as Corporals shall no longer be obligated to perform Corporal duties.

FOR THE TOWNSHIP

Dated: 7/25/17

FOR PBA LOCAL 144

Dated: 7/21/17

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APPENDIX IV – HOLIDAYS

The Township of Berkeley Heights and PBA Local 144 agree that the recognized holidays for PBA Local 144 members are as follows:

1. New Year's Day
2. Martin Luther King Day
3. Washington's Birthday
4. Good Friday
5. Easter Sunday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans Day
11. Thanksgiving Day
12. Christmas Eve
13. Christmas Day
14. New Year's Eve
15. Passover
16. Juneteenth

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APPENDIX V – Chapter 78 Tier 4 Contributions

CHAPTER 78 CHART YEAR 4 CONTRIBUTION AMOUNTS

Single Coverage Health Benefit Contribution %	
Salary Range	Year 4
less than 20,000	4.50%
20,000-24,999.99	5.50%
25,000-29,999.99	7.50%
30,000-34,999.99	10.00%
35,000-39,999.99	11.00%
40,000-44,999.99	12.00%
45,000-49,999.99	14.00%
50,000-54,999.99	20.00%
55,000-59,999.99	23.00%
60,000-64,999.99	27.00%
65,000-69,999.99	29.00%
70,000-74,999.99	32.00%
75,000-79,999.99	33.00%
80,000-94,999.99	34.00%
95,000 and over	35.00%
*Member contribution is a minimum of 1.5% of base salary towards Health Benefits	

Family Coverage Health Benefit Contribution %	
Salary Range	Year 4
less than 25,000	3.00%
25,000-29,999.99	4.00%
30,000-34,999.99	5.00%
35,000-39,999.99	6.00%
40,000-44,999.99	7.00%
45,000-49,999.99	9.00%
50,000-54,999.99	12.00%
55,000-59,999.99	14.00%
60,000-64,999.99	17.00%
65,000-69,999.99	19.00%
70,000-74,999.99	22.00%
75,000-79,999.99	23.00%
80,000-84,999.99	24.00%
85,000-89,999.99	26.00%
90,000-94,999.99	28.00%
95,000-99,999.99	29.00%
100,000-109,999.99	32.00%
110,000 and over	35.00%
*Member contribution is a minimum of 1.5% of base salary towards Health Benefits	

Employee Plus Child(ren) Employee Plus Spouse Coverage Health Benefit Contribution %	
Salary Range	Year 4
less than 25,000	3.50%
25,000-29,999.99	4.50%
30,000-34,999.99	6.00%
35,000-39,999.99	7.00%
40,000-44,999.99	8.00%
45,000-49,999.99	10.00%
50,000-54,999.99	15.00%
55,000-59,999.99	17.00%
60,000-64,999.99	21.00%
65,000-69,999.99	23.00%
70,000-74,999.99	26.00%
75,000-79,999.99	27.00%
80,000-84,999.99	28.00%
85,000-99,999.99	30.00%
100,000 and over	35.00%
*Member contribution is a minimum of 1.5% of base salary towards Health Benefits	

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