

AGREEMENT

Between

TOWNSHIP OF BERKELEY

And

Deputy Chief Kevin H. Santucci

Berkeley Township Police Department

January 1, 2018 through December 31, 2023

ARTICLE I
RECOGNITION AND SCOPE OF AGREEMENT

THIS AGREEMENT entered into this 10th day of JUNE, 2019 by and between the **TOWNSHIP OF BERKELEY, IN THE COUNTY OF OCEAN, STATE OF NEW JERSEY**, a municipal corporation of the State of New Jersey (hereinafter called the "Township") and **KEVIN H. SANTUCCI** (hereinafter called the "Deputy Chief"), represents the complete and final understanding on all bargainable issues between the Township and the Deputy Chief. It shall continue in effect from year to year thereafter, unless changed or terminated in the manner later provided herein, further limited by the provisions of Article XXV.

ARTICLE II
MANAGEMENT RIGHTS

A. Berkeley Township retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in them by the Laws and Constitutions of the State of New Jersey and of the United States of America.

B. Except as specifically abridged, limited or modified by the terms of the Agreement between Berkeley Township and the Deputy Chief and then only to the extent such modification is lawful, the Township of Berkeley retains all rights, powers, authority, prerogatives of management and responsibility to enforce reasonable rules and regulations governing the conduct and activities of the Deputy Chief, including his employment in all aspects as the Deputy Chief.

ARTICLE III
DISCIPLINE

A. All discipline shall be subject to the following procedure. Progressive discipline shall be defined as follows:

1. Warning
2. Written Reprimand
3. Docking (shall also mean suspension)

4. Increment Withholding (shall also mean pay step denial)
5. Discharge

The Township shall utilize progressive discipline for minor disciplinary matters and may impose discipline without following progressive discipline in major disciplinary matters. However, nothing in this Agreement shall prohibit the Township from imposing discipline without following progressive discipline in the event the circumstances so warrant.

B. Any action by the Township Administration or designee or Chief of Police or designee, which is defined as minor discipline under the New Jersey Administrative Code, shall be subject to the grievance procedure herein. The Township and the Association agree that abuse of sick leave shall result in discipline proceedings.

ARTICLE IV

SICK LEAVE

A. Sick leave may be utilized by the Deputy Chief when he is unable to perform his work by reason of personal illness, accident or exposure to contagious disease or to care for an immediate family member with any of these same issues.

B. For the purpose of this Article, sick leave will be earned by the Deputy Chief during his years of employment as the Deputy Chief at fifteen (15) days per year. Sick leave shall be granted with pay.

C. Notification.

1. If the Deputy Chief is absent for reasons that entitle him to sick leave, he shall notify the Chief or headquarters prior to his usual reporting time.
2. Failure to notify headquarters and/or the Chief may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.
3. Abuse of sick leave will subject the Deputy Chief to disciplinary action.
4. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Medical Evidence.

1. If the Deputy Chief is absent on sick leave for five (5) or more consecutive working days he shall be required to submit acceptable medical evidence substantiating the

- illness.
- a. If the Deputy Chief has been absent on sick leave for periods totaling fifteen (15) days in one (1) calendar year consisting of periods of less than five (5) days, he shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.
 - b. The Chief may require proof of illness of the Deputy Chief whenever such requirement appears reasonable.
2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
 3. The Chief may require the Deputy Chief, who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the Berkeley Township Administration. Such examination shall establish whether the Deputy Chief is capable of performing his normal duties and that his return will not jeopardize the health of other employees.
 4. Any change in Civil Service law will automatically be binding on this Agreement.
 5. Beginning in 2018 and throughout this agreement, the Township agrees to buy back up to five (5) days per calendar year at the Deputy Chief's current rate of pay.

ARTICLE V

HOURS OF WORK

- A. The Deputy Chief shall spend sufficient time at his job to insure the smooth and responsible operation of the Police Department. The Chief shall work at least forty (40) hours per week.
- B. It is understood that flexible hours will be required to meet the responsibilities of the Deputy Chief. However, the Deputy Chief will not be entitled to overtime compensation in cash or the continual accumulation of compensatory time; rather, the Deputy Chief will adjust his workweek and, if necessary, provide documentation supporting such. Any acquired compensatory time earned prior to the signing of this Agreement may be used

by the Deputy Chief at his discretion, subject to notification to the Chief. Any remaining time at retirement will be paid by the Township.

ARTICLE VI

HEALTH BENEFITS

A. The Township agrees to provide upon retirement full medical benefits to employees who retire under the provisions of the N.J. Police and Fire Pension Statutes, said benefits shall be at least equal to those enjoyed by the employees and cost of benefit shall be borne by the Township. It is further understood that the regular retirement is twenty-five (25) years and that benefit shall be extended to disability retirements approved by the pensions system.

B. The Township agrees to provide, upon retirement, prescription coverage to employees who retire under the provisions set forth by the N.J. Police and Fire Pension Statutes. Said benefits shall be, at least, equal to those enjoyed by the employees and the cost of the benefit shall be borne by the Township. It is further understood that regular retirement is twenty-five (25) years and that benefit shall be extended to disability retirements approved by the pension system.

C. Effective December 31, 2008, all future retirees (those who retire from the Township after December 30, 2008) shall be covered for prescription coverage only under the New Jersey State Health Benefits Plan and shall be governed by the co-pays established by such. There shall no longer be a stand-alone prescription plan for retirees who retire after December 30, 2008.

ARTICLE VII

EMERGENCY MANAGEMENT RESPONSIBILITIES

The Deputy Chief, within his responsibility for the public safety of the citizens of Berkeley Township, will co-ordinate the Emergency Management function. He will hold the title of Deputy Emergency Management Coordinator, in accordance with law or pursuant to the actions of the Mayor.

2019: On January 1st, 2019: The sum of Two Thousand Five Hundred Dollars (\$2,500.00) will be paid to him for the responsibility as Deputy Emergency Management Coordinator.

2020: On January 1st, 2020: The sum of Two Thousand Five Hundred Dollars (\$2,500.00) will be paid to him for the responsibility as Deputy Emergency Management Coordinator.

2021: On January 1st, 2021: The sum of Two Thousand Five Hundred Dollars (\$2,500.00) will be paid to him for the responsibility as Deputy Emergency Management Coordinator.

2022: On January 1st, 2022: The sum of Two Thousand Five Hundred Dollars (\$2,500.00) will be paid to him for the responsibility as Deputy Emergency Management Coordinator.

2023: On January 1st, 2023: The sum of Two Thousand Five Hundred Dollars (\$2,500.00) will be paid to him for the responsibility as Deputy Emergency Management Coordinator.

2023: On August 1st, 2023: The responsibilities shall remain with the Deputy Chief without any additional compensation.

ARTICLE VIII

DEPUTY CHIEF'S VEHICLE

1. The Township agrees to supply the Duty Chief with an unmarked automobile to be used for police work, to fulfill his responsibilities in the Emergency Management function, and his personal use. The vehicle, type and make shall be determined by the Chief and shall be equipped with necessary equipment as needed.
2. The Township realizes that, from time to time, the occasion may arise when the Deputy Chief may need to use this vehicle for personal use. The Deputy Chief shall be limited within the geographic boundaries of Berkeley Township and the municipalities adjoining Berkeley Township and said use shall be limited to the Deputy Chief himself. There shall be no limit on the use of the automobile for police work or anything associated with police work, such as attending meetings, school

outings, trips, conferences, and any other traveling needed to carry out the duties and responsibilities of the Deputy Chief of Police and as the Deputy Emergency Management Coordinator.

3. The Township shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes and any other necessary repairs.
4. The automobile shall not be used by anyone other than the Deputy Chief, with the exception that the Chief may designate other members of the force to use the vehicle for an appropriate and designated police purpose.

ARTICLE IX

MISCELLANEOUS

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

ARTICLE X

SALARY

- A. The following salary and wage guide will be effective in this municipality for the Deputy Chief. Effective February 1, 2018 through December 31, 2023.
- B. 2018 - On August 1, 2018 the Deputy Chief's base salary shall be \$177,675
- C. 2019 - On August 1, 2019 the Deputy Chief's base salary shall be \$183,005
- D. 2020 - On August 1, 2020 the Deputy Chief's base salary shall be \$188,495
- E. 2021 - On August 1, 2021 the Deputy Chief's base salary shall be \$194,150
- F. 2022 - On August 1, 2022 the Deputy Chief's base salary shall be \$200,945
- G. 2023 - On August 1, 2023 the Deputy Chief's base salary shall be \$226,973
- H. In accordance with N.J.S.A. 40A:14-137, the Township agrees that they may provide leaves of absence, with pay not exceeding one (1) year, to the Deputy Chief who may be injured, ill or disabled from any work related cause providing that the examining

physician appointed by said governing body shall certify such injury. Duration of leave is to be determined by the Township designee.

- I. If the Deputy Chief utilized disability leave under Workers' Compensation, he shall forward any money received by the insurance carrier directly to the Township Clerk as the officer shall be receiving his regular salary.
- J. In the event the Deputy Chief gets injured while on duty, said injury is of the extent that the employee is forced to use all Workers' Compensation and Disability benefits due him and runs out of same, the Mayor agrees to allow the individual to appear before him and ask the Mayor to consider granting, for a maximum of one (1) year, up to seventy-five percent (75%) of his annual salary, based upon his individual circumstances. The Mayor reserves the right to either grant or deny the individual request and such is not grievable/judiciable.
- K. The Deputy Chief shall be entitled to retroactive monies applicable to his above adjusted salary structure, where applicable.

ARTICLE XI LONGEVITY

A. The Deputy Chief shall be paid, in addition to his base salary set forth earlier, a longevity increment based upon his years on continuing employment in the Police Department in accordance with the following:

- 1. Upon beginning of fifteen (15) years of service, \$2,650.00 to be added to his base salary;
- 2. Upon beginning twenty (20) years of service \$5,000.00 to be added to his base salary;
- 3. Upon beginning twenty (21) years of service \$7,500.00 to be added to his base salary;
- 4. Upon beginning twenty (22) years of service \$10,000.00 to be added to base salary;

- B. The Deputy Chief shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be paid from and after such date. Except as noted herein.
- C. Effective August 1st, 2023 there shall be no additional compensation for longevity.

ARTICLE XII

CLOTHING

- A. A clothing allowance in the amount of Six Hundred (\$600) Dollars per year of this agreement shall be paid to the Deputy Chief for the replacement and repair of uniforms and appropriate business dress. Said payment shall be through the established voucher system and paid in the form of a check.
- B. A clothing maintenance allowance in the amount of Five Hundred (\$500) Dollars per year shall be paid to the Deputy Chief for the maintenance of uniforms. Said payment shall be through the established voucher system and paid in the form of a check.
- C. The Deputy Chief shall be entitled to an annual allowance for the maintenance of firearms and all necessary ballistic material and/or physical fitness equipment in the amount of One Hundred (\$100) Dollars to be paid by the established voucher system in the form of a check.
- D. All above payments to be made by the Township shall be by July 1st of each calendar year and shall be prorated based upon the service of the employee during the year. Employees who have worked more than six (6) months in the calendar year shall receive the entire allowance provided in this Article.
- E. Effective August 1st, 2023 there shall be no additional compensation for clothing.

ARTICLE XIII

EDUCATION

- A. The Township agrees to compensate employees for tuition and books for police related courses or police science approved curriculum. Prior to enrollment, the permission of the Township Administration must be obtained after the recommendation of the Chief of Police.
- B. The Deputy Chief shall receive \$1,100.00 per year for the attainment of a Master's Degree.

C. The Deputy Chief shall receive the stipends under this article on or before June 30th of that contract year.

D. Effective August 1st, 2023 there shall be no additional compensation for education.

ARTICLE XIV

LEGAL AID

1. The Township will provide legal aid to the Deputy Chief in suits or other legal proceedings against him arising from incidents in the line of duty. This provision shall be in conformance with court decisions expanding or limiting the scope of such representation and consistent with State Statutes now in effect or hereinafter adopted..
2. If legal aid is not provided and the Deputy Chief seeks legal fee reimbursement if the Township chooses to provide such, the hourly rate reimbursed will be limited to the hourly rate charged by the Township attorney.

ARTICLE XV

INSURANCE

A. The Township shall provide personal injury liability insurance and false arrest insurance with coverage for the Deputy Chief within the course of his employment.

B. The Township shall provide to all employees covered by this Agreement and their families an insurance plan equal to or better than 1420 Series Blue Cross/Blue Shield 365 days' Plan, including Rider "J" and Major Medical benefits. The premiums shall be paid by the Township. However, effective January 1, 2017, unless permitted sooner than said date by the New Jersey State Health Benefits Plan, the following modifications to the health care package shall be implemented:

- Walgreens shall be eliminated from the prescription plan;
- The co-pay for name brand prescriptions shall be increased to \$15;
- Health benefits shall be provided through the New Jersey State Health Benefits Plan Direct 15 Plan.

C. The Township shall maintain in full force and effect Workers' Compensation insurance

for the Deputy Chief

D. The Township shall provide automobile liability insurance for all vehicles of the Police Department and shall keep same in effect at all times.

E. The Township will provide to all members of the Association a prescription plan which will be with a co-payment of Five (\$5) Dollars for generic and Fifteen (\$15) Dollars for name brand drugs. The premium will be paid by the Township of Berkeley in accordance with its present provider. This co-pay shall also apply to mail order prescription (90 day supply). Retiree prescription shall be as per Article VII of this Agreement. Effective January 1, 2015 Walgreen's will be eliminated from the prescription plan.

F. The Township shall provide for each member at the Township's expense a complete full family coverage, including orthodontics of dental health insurance.

G. The Township reserves the right to change insurance plans or carriers or to self-insure so long as substantially equivalent benefits are provided. There will be at least forty-five (45) days notification to the Deputy Chief. In the event the Deputy does not agree that the new plan(s) provider(s) substantially equivalent benefits, the Deputy Chief may submit the matter to expedited arbitration prior to the expiration of the forty-five (45) days notification by the Township, for determination by an arbitrator prior to implementation of the new plan(s).

H. The Deputy Chief shall continue to contribute towards the premiums for health insurance at the Tier 4 Level of P.L. 2011, Chapter 78 until December 31, 2020. Effective January 1, 2021, individual contributions towards the premium for health insurance shall continue to be calculated at Tier 4 but the total contribution by the Deputy Chief shall be capped at 85% of the total contribution paid by him in calendar year 2019. If and when said amount is reached in 2021, no further contributions shall be required for the balance of the calendar year. Effective January 1, 2022 and thereafter, the Deputy Chief shall contribute towards the premium for health insurance at the Tier 3 Level of P.L. 2011, Chapter 78 with the same cap of 85% of the 2019 total contributions set forth above.

ARTICLE XVI

VACATIONS

A. The Deputy Chief shall be annually entitled to working days as vacation with pay at his regular rate of pay. The scale below shall dictate the amount per year:

- a. Thirty (30) working days in 2019
- b. Thirty two (32) working days in 2020
- c. Thirty three (33) working days in 2021
- d. Thirty four (34) working days in 2022
- e. Thirty four (34) working days in 2023

B. Vacation time shall not be accumulative from year to year; however, the Township Administration recognizes a need might arise for the Deputy Chief to carryover a given amount of vacation time from one year to the next. The Township shall grant the Deputy Chief an opportunity to appear before the Township Administration with a special request for the carryover of a maximum of one (1) year vacation under specific individual circumstances. The Township Administration reserves the right to either approve or deny the request, based solely on the Administration's discretion.

ARTICLE XVII

HOLIDAYS - EMERGENCY LEAVE

A. The Deputy Chief shall be entitled to the following days off for holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Election Day
Lincoln's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
July 4 th (Independence Day)	Christmas Eve Day
	Christmas Day

B. Personal Leave

1. The Deputy Chief shall be entitled to four (4) personal leave days per year for business which normally could not be handled during his scheduled work shift.
2. Personal leave shall not be cumulative.

C. Emergency Leave

The Deputy Chief shall be entitled to emergency leave up to three (3) days per year upon request and prior approval by the Chief of Police.

ARTICLE XVIII
BEREAVEMENT LEAVE

A. The Deputy Chief will be granted five (5) days leave with pay upon death of a member of his/her immediate family. Immediate family shall include spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, aunt, uncle, cousin nephews, niece, grandparents, grandchildren and great grandparents of both officer and his significant other. The aforementioned days shall be consecutive work days, one (1) of which shall be the day of death or the day of the funeral.

ARTICLE XIX
TERMINATION BENEFIT

A. Effective January 1st, 2015 those days accrued will be capped for purpose of retirement payout. Sick days will continue to accrue for usage however, upon retirement capped at amount accumulated on January 1st, 2015. Upon retirement the Township agrees to purchase back all accumulated unused sick days (accrued as of January 1st, 2015) of the Deputy Chief. Payment for said sick days shall be in the form of one (1) payment at the time of retirement, unless one of the options below is exercised. All accrued vacation, sick leave, personal leave or compensatory time owed to the Deputy Chief at the time of his death, while in the employment of the Township, shall be paid to his beneficiary or estate. Payment shall be computed at the rate of pay the Deputy Chief earned at the time of his retirement or death.

OPTION: The Deputy Chief may elect to have his benefit paid out over, up to, a four (4) year period. The Deputy Chief is not to receive more than one (1) check per year.

OPTION: The Deputy Chief may elect to take all or part of any accrued unused sick time as a terminal leave with pay.

B. If the Deputy Chief decides to voluntarily leave his employment with Berkeley Township, the Township Administration agrees to purchase back unused and accumulated sick days, as per this Article.

C. This Article does not apply to any individual who leaves the employ of Berkeley Township because of disciplinary procedure filed against him/her. Discipline shall be defined as published in R.S. Title 11A (Civil Service)

ARTICLE XX
GRIEVANCE PROCEDURE

A. A grievance shall be a complaint arising out of interpretation, application, or violations of policies, agreements and administrative decisions affecting him.

B. No grievance can be instituted by the Deputy Chief after thirty (30) days of the alleged incident's occurrence.

C. If, at any step in the grievance procedure, management's decision is not appealed within the appropriate prescribed time, such grievance will be considered closed, and there shall be no further appeal or review.

D. Grievance Steps:

The Deputy Chief shall present in writing the grievance or grievances to the Chief of Police or his/her duly authorized and designated representative. The Chief of Police shall answer the grievance in writing within three (3) working days.

Step II: If the grievance is not resolved at Step I, or no answer has been received by the Deputy Chief within the time set forth in Step I, the grievance may be presented in writing within three (3) working days after receipt of the Step II decision to the Township Administration. The final decision of the Township Administration shall be given to the Deputy Chief in writing within twenty-one (21) days after receipt of the grievance by the Township Administration.

Step III: If the grievance has not been settled by the parties at Step II of the grievance procedure or if no answer in writing by the township Administration has been received by the Deputy Chief within the time provided in Step III, the Deputy Chief may demand arbitration of the grievance within thirty (30) days as set forth in Article XXII, entitled Arbitration, hereinafter set forth.

E. Nothing herein is intended to deny any employee the right of appeal as expressly granted in Title 40A of the revised New Jersey Statutes.

ARTICLE XXI

ARBITRATION

A. If a grievance is not settled under Article XXI, such grievance shall, at the request of the Deputy Chief or the Township, be referred to the Public Employment Relations Commission for the selection of an arbitrator in accordance with their rules.

B. All submissions to Arbitration must be made within thirty (30) days.

C. Arbitration Proceedings:

1. The arbitrator shall conduct a hearing and render a decision in writing with findings of fact and conclusions.
2. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement.
3. The arbitrator shall confine his/her decision solely to the interpretation and application of the Agreement and shall confine his/her decision to the issue submitted for arbitration.
4. The arbitrator may prescribe an appropriate back pay remedy based upon a finding of a violation of the Agreement resulting in a loss of pay.
5. The decision of the arbitrator shall be final and binding on the parties subject to the rights of the parties with respect to the case law and statutes. applicable law.
6. The fees and expenses of the arbitrator shall be borne equally by the parties.
7. Any other costs of the Arbitration, including the presentation of witnesses, shall be borne by the party incurring same.

D. Jurisdiction Clause. In the attempt to expedite all grievances filed by the Deputy Chief, each grievance shall be filed at the level of competent jurisdiction in which relief sought may be awarded.

ARTICLE XXII

EMPLOYEE RIGHTS

A. The Deputy Chief shall have the right to have a representative accompany him on all disciplinary procedures filed against him by the Department or the Township.

B. The Deputy Chief has on file a disciplinary action against him and if he has no other

disciplinary actions filed against him for a period of two (2) years from date of incident, the Township Administration agrees to remove from the Deputy Chiefs personnel file the original disciplinary findings against him.

C. All disciplinary proceedings filed against any employee of the Department or the Township shall only be for just and in accordance with Title 11A of the New Jersey Statutes Annotated and Title 4A of the New Jersey Administrative Code (Civil Service). Any minor disciplinary action asserted by the Chief of Police or his/her designee shall be subject to the grievance procedure contained herein.

D. The Township agrees to deduct from the salaries of its employees' dues for the Association. Such deduction shall be made in compliance with Chapter 310 of the Public Laws of N.J. 1968 - N.J.S.A. 52:14-15.9e as amended. Said monies, together with records of any corrections, shall be transmitted to the Association Treasurer. It is hereby agreed that the dues deductions for any employee in the Association shall be limited to the Association, the duly certified majority represented. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the Township in reliance upon this Article.

ARTICLE XXIII

SAVINGS CLAUSE

In the event that any federal or state legislation, governmental regulation or court decision cause invalidation of any articles or sections of this Agreement, all other articles or sections shall not be so invalidated and shall remain in full force and effect.

ARTICLE XXIV

DURATION

A. This Agreement shall become effective as of January 1, 2018 and shall continue in full force and effect through December 31, 2023.

B. In the absence of written notice given at least thirty (30) days prior to the expiration date of this Agreement, by either party to the other of intention to terminate, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter until such

time as thirty (30) days' notice is given prior to the annual expiration date. It is understood that if the Deputy Chief seeks a successor agreement that this Agreement shall remain in full force until said agreement has been reached.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Agreement through their authorized representatives this 18th day of June, 2019.

ATTEST:

Beverly M. Carle
Beverly M. Carle, TOWNSHIP CLERK

TOWNSHIP OF BERKELEY
CARMEN F. AMATO JR, MAYOR

SIGNED IN THE PRESENCE OF:

John A. Camera
Witness

Deputy Chief K. H. Santucci
Kevin H. Santucci, Deputy Chief
Township of Berkeley