

VIII. TOWNSHIP COUNCIL REPORTS

- A. Edward Delia**
- B. Kevin Hall**
- C. Thomas Pirone**
- D. Robert Woodruff**
- E. Craig Pastore**
- F. Jeanne Kingsley**

IX. ADMINISTRATION REPORTS

Mayor Bruno
John Bussiculo - Township Administrator

X. APPROVAL OF MINUTES –

Public Meeting – November 17, 2014

2012 Exec. Session Minutes

June 12, June 26, August 7, August 21, September 11.

XI. HEARING ON AGENDA ITEMS ONLY – 3 minutes per resident

Comments are welcome during the public comment period during this meeting on any agenda item. However, if an ordinance is listed for its own public hearing on the agenda, please hold your comments for that particular public hearing. To make your comment, the speaker must come forward to the microphone and state his/her name and address for the record. Each speaker is limited to 3 minutes. The (Mayor/Council President) will keep time. Please promptly yield on the floor when time is called and return to your seat. Your cooperation in adherence to these rules of order will ensure an orderly and respectful meeting.

XII .NEW BUSINESS- RESOLUTIONS

OFFICIAL ACTION WILL BE TAKEN ON THE FOLLOWING:

RESOLUTIONS

1. Resolution approving Bill List dated December 2, 2014 in the amount of \$425,588.46.
2. Resolution establishing a trust fund through a dedication by rider.
3. Resolution stating that the Council has personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled “Comments and Recommendations.”
4. Resolution approving the Corrective Action Plan and authorizing the Chief Financial Officer to implement such plan.
5. Resolution awarding a 2014 BOMAG Utility Roller bid to Jesco, Inc., 118 St. Nicholas Avenue, South Plainfield, NJ 07080, in the amount of \$27,055.50.

6. Resolution calling for a moratorium on any and all planning, proposal, surveying, or construction of the Pilgrim Pipeline through and within the municipal borders of the Township of Berkeley Heights.
7. Resolution authorizing transfers within the 2014 Municipal Budget and Reserves.
8. Resolution authorizing the appropriate municipal officials to ratify the “Memorandum of Agreement” signed on November 25, 2014 between the Township of Berkeley Heights and the Policemen’s Benevolent Association Local 144 (“PBA”) .

9. CONSENT AGENDA – All matters listed under Consent Agenda are considered routine by the Township Council and will be enacted upon by one motion; there will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- a. Resolution authorizing the partial release of a Cash Bond, to Rae & Ana Aranas in the amount of \$800.00, in connection with a Tree Performance Bond, for the property at 43 Orchard Lane.
- b. Resolution authorizing a brief fireworks display on December 6, 2014, for the Tree Lighting Ceremony.
- c. Resolution removing Owen Tansey from the active duty roster of the Berkeley Heights Fire Department.
- d. Resolution appointing Sarah Haddican to the Berkeley Heights Junior Fire Division.

XIII. ORDINANCES

INTRODUCTION OF ORDINANCES

Public Hearing and Final Adoption scheduled for December 16, 2014.

“AN ORDINANCE OF THE TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION, STATE OF NEW JERSEY, AMENDING, REVISING AND SUPPLEMENTING SECTION 2.128.110 ENTITLED “VACATIONS” OF CHAPTER 2.128 ENTITLED “PERSONNEL SYSTEM” OF TITLE 2 ENTITLED “ADMINISTRATION AND PERSONNEL” OF THE CODE OF THE TOWNSHIP OF BERKELEY HEIGHTS.”

Explanation: This Ordinance amends the terms of the accumulation of vacation for Township Employees to have same based on the pro—rata employment for each year.

XIV. CITIZENS HEARING - 3 minutes per resident

Comments are welcome during the public comment period during this meeting on any matter over which the Township has jurisdiction. To make your comment, the speaker must come forward to the microphone and state his/her name and address for the record. Each speaker is limited to 3 minutes. The Mayor and/or Council will keep time. Please promptly yield the floor when time is called and return to your seat. Your cooperation in adherence to these rules of order will ensure an orderly and respectful meeting.

XV. ADJOURNMENT

Ana Minkoff, Township Clerk

TOWNSHIP COUNCIL CORRESPONDENCE
NOVEMBER - 2014

1. Copy of letter received on November 3, 2014 from the State of NJDEP to Connell Hospitality, LLC regarding Letter of Interpretation from the Division of Land Use Regulation regarding freshwater wetlands and waters at 200 Connell Drive. (plans attached to correspondence on file in the Township Clerk's office)
2. Copy of letter received on November 10, 2014 from Donna B. Shaw, Esq. of Hueston McNulty, P.C. along with a copy of a resolution adopted by Braemar at Berkeley Heights Condominium Association opposing the Pilgrim Pipeline Project.
3. Copy of ordinance received on November 26, 2014 from Township of Warren introduced on November 20, 2014 to provide for a cul-de-sac private street to service between two and six lots.
4. Copy of resolution received on November 26, 2014 from the Town of Kearny adopted on October 29, 2014 – resolution seeking assistance for municipalities with significant tax-exempt properties.

Agenda Item

1

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

BE AND IT IS HEREBY RESOLVED by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, in meeting assembled, authorizes and directs the Township Treasurer to make payment of vouchers listed on the Bill List dated 12/2/14, in the amount of \$425,588.46 such vouchers having been received by the Township Council, having been satisfied that appropriate procedure has been followed in the processing of said vouchers.

APPROVED this 2nd day of December, 2014.

ATTEST:

Ana Minkoff
Township Clerk

Agenda Item No.: 2

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

WHEREAS, the Police Department of the Township of Berkeley Heights has participated in the U.S. Department of Justice Asset Forfeiture Program; and

WHEREAS, in order to receive the funds award to the Township in the Program, the Township is required to establish a trust fund through a dedication by rider; and

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

WHEREAS, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from the Federal Law Enforcement Trust Fund are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement; and

WHEREAS, the Township Council finds it to be in the best interest of the Township to establish the required dedicated rider and request approval of same.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, as follows:

1. In accordance with the U.S. Department of Justice Asset Forfeiture Program, the dedication of fund collected as program contributions dedicated from the Program are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated in the Property or other legal requirement, and shall be deposited in the Township's Department of Justice Equitable Sharing Program Trust Fund to be established by the Township.
2. In accordance with N.J.S.A. 40A:4-39, the Township Council does hereby request permission of the Director of the Division of Local Government Services to establish such dedication of funds pursuant to the Program, and to collect and pay expenditures for the purpose which said revenue is dedicated.
3. The Township Clerk is hereby directed to forward two (2) certified copies of this Resolution to the Director of the Division of Local Government Services.

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

APPROVED this 2nd day of December, 2014.

ATTEST:

Ana Minkoff
Township Clerk

GOVERNING BODY CERTIFICATION OF THE ANNUAL AUDIT

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2013 has been filed by a Registered Municipal Accountant with the *Municipal Clerk* pursuant to N.J.S.A.40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations"; and

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations", as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the Governing Body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S.52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the Director (Director of Local Government Services), under the provisions of this article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE BE IT RESOLVED, that the *Township Council* of the *Township of Berkeley Heights*, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

APPROVED this 2nd day of December 2014.

ATTEST:

Ana Minkoff
Township Clerk

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

WHEREAS, the auditors for the Township have made certain recommendations and noted certain exceptions in the audit for the year 2013 and the Treasure/Chief Financial Officer has prepared an action plan to address each of those recommendations and exceptions and has requested review and approval by the Township Council.

NOW, THEREFORE, BE IT RESOLVED that the Township Council hereby approves the Corrective Action Plan and authorizes the Chief Financial Officer to implement such plan.

Copies of this Resolution are to be forwarded to the Chief Financial Officer and Director of Division of Local Government Services.

APPROVED this 2nd day of December, 2014.

ATTEST:

Ana Minkoff
Township Clerk

Agenda Item # 5

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

WHEREAS, the Township accepted bids on October 29, 2014, for a 2014 Caterpillar CB14BXW Utility Roller; and

WHEREAS, by letters dated November 14, 2014 the Township Engineer has recommended that the contract be awarded to Jesco, Inc., 118 St. Nicholas Avenue, South Plainfield, NJ 07080, for a BOMAG BW100ADB5, in the amount of \$27,055.00 be accepted and the Township Council concurs.

NOW, THEREFORE BE IT RESOLVED by the Township Council, Township of Berkeley Heights, County of Union that the appropriate municipal officials are authorized to execute a contract with Jesco., Inc. and the Treasurer is authorized to pay properly completed vouchers for the 2014 Caterpillar in the amount not to exceed \$27,055.50.

BE IT FURTHER RESOLVED that the Township Clerk is hereby authorized to advertise the award of this contract in accordance with law.

BE IT FURTHER RESOLVED that the Township Clerk shall forward a copy of this Resolution to Jesco, Inc.

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

APPROVED this 2nd day of December, 2014.

ATTEST:

Ana Minkoff
Township Clerk

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

WHEREAS, Pilgrim Pipeline Company (“Pilgrim”) is proposing to build a new bi-directional pipeline through the Township of Berkeley Heights that would transport crude oil and refined petroleum products between Albany, New York and Linden, New Jersey (the “Pipeline”); and

WHEREAS, the pipeline will carry oil from the Bakken Shale region of North Dakota extracted through a process of hydraulic fracturing, or “fracking” which has been found to deplete clean water resources, create toxic air emissions and radioactive waste, and release large quantities of methane gas into the atmosphere; and

WHEREAS, data collected by the Capline Pipeline in Louisiana, which tested crude from 86 locations worldwide, indicates that sweet oil from the Bakken Shale has a far higher vapor pressure – making it much more likely to throw off combustible gases – than crude from dozens of other locations; and

WHEREAS, the Township Council of the Township of Berkeley Heights finds that bringing sweet oil from the Bakken Shale into the Township potentially threatens the health, safety, and welfare of the community; and

WHEREAS, the Pilgrim Pipeline raises significant safety concerns for the Township of Berkeley Heights, risks potential harm to municipal and county infrastructures, and negatively impacts future development in the Township; and

WHEREAS, due to the constraints of available workspace, construction of the Pipeline will place heavy equipment in close proximity to homes and foundations; and

WHEREAS, temporary workspace usage will also impact existing soils, reducing water absorption and increasing future flooding possibilities; and

WHEREAS, the Pipeline will carry a large volume of highly flammable oil through certain Township of Berkeley Heights residential neighborhoods, which will place them in harm’s way should an explosion or spill occur; and

WHEREAS, any rupture or compromise of the Pipeline, even without an explosion or fire, will require extraordinary cleanup efforts, could force many Township residents from their homes, and place a large number of Township residents in close proximity to hazardous materials; and

WHEREAS, according to Public Employees for Environmental Responsibility, the Pipeline and Hazardous Materials Administration (PHMSA), only has 135 inspectors to oversee

2.6 million miles of pipeline, and only a fifth of that pipeline system has been inspected by PHMSA or its state partners since 2006; and

WHEREAS, the Pipeline may decrease the values of homes located along its route and in surrounding neighborhoods; and

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of Berkeley Heights as follows:

1. That the aforesaid recitals are adopted and incorporated herein as if repeated in full; and
2. That the Township Council of the Township of Berkeley Heights hereby calls for a moratorium on any and all planning, proposal, surveying, or construction of the Pilgrim pipeline through and within the municipal borders of the Township of Berkeley Heights; and
3. That the Township Council of the Township of Berkeley Heights hereby requests that a full Environmental Impact Statement be completed to assess the myriad environmental consequences of the Pipeline project; and
4. That the Township Council of the Township of Berkeley Heights hereby directs the Township Clerk to forward copies of this resolution to Governor Chris Christie, Senator Thomas Kean, Jr., Assemblyman Jon Bramnick, Assemblywoman Nancy Munoz, the Union County Board of Chosen Freeholders and all the Union County Municipalities.

APPROVED this 2nd day of December, 2014

ATTEST:

Ana Minkoff
Township Clerk

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**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEYS**

RESOLUTION

BE AND IT IS HEREBY RESOLVED by the Township Council of the Township of Berkeley Heights, Union County, New Jersey, in the meeting assembled, that the following transfers within the 2014 Municipal Budget and Reserves are hereby authorized:

<u>Account Description</u>	<u>To:</u>	<u>From:</u>
Planning Board O/E	\$ 5,000.00	
Affordable Housing O/E	10,000.00	
Uniform Construction Code S&W	3,500.00	
Office of Emergency Management O/E	3,700.00	
Fire Department S&W	8,000.00	
Buildings & Grounds S&W	3,000.00	
Recreation Services S&W	25,000.00	
Recreation Services O/E	2,500.00	
Sewer Plant O/E	10,000.00	
General Administration S&W		\$ 20,000.00
Financial Administration S&W		11,500.00
Legal Services O/E		5,000.00
Fire Prevention S&W		8,000.00
Solid Waste Collection O/E		3,700.00
Salary & Wage Adjustment		20,000.00
Other Sewer Expenses O/E		2,500.00
TOTALS	<u>\$ 70,700.00</u>	<u>\$ 70,700.00</u>

APPROVED this 3rd day of December, 2014.

ATTEST:

Ana Minkoff
Township Clerk

TOWNSHIP OF BERKELEY HEIGHTS
APPROPRIATION TRANSFER RESOLUTION
DECEMBER 3, 2014
EXPLANATORY STATEMENTS

Account Description / Number		Amount	
To:	From:	To:	From:
Planning Board O/E		\$ 5,000.00	
	Legal Services O/E		\$ 5,000.00
		\$ 5,000.00	\$ 5,000.00
<u>Explanatory Statement:</u>			
Additional non-budgeted expenditures surrounding the Township municipal facilities and redevelopment studies.			

Affordable Housing O/E		\$ 10,000.00	
	General Administration O/E		\$ 10,000.00
		\$ 10,000.00	\$ 10,000.00
<u>Explanatory Statement:</u>			
Notice from COAH was received that Affordable Trust Fund administrative expenses needed to cease. However, continuation of the Township's COAH Rehabilitation Program was necessary.			

Uniform Construction Code S&W		\$ 3,500.00	
	General Administration S&W		\$ 3,500.00
		\$ 3,500.00	\$ 3,500.00
<u>Explanatory Statement:</u>			
Back log of inspections and office work caused by approved absences required an increase in the use of temporary office workers as well as replacement and temporary inspectors.			

OEM O/E		\$ 3,700.00	
	Solid Waste Collection O/E		\$ 3,700.00
		\$ 3,700.00	\$ 3,700.00
<u>Explanatory Statement:</u>			
Capital monies set aside for OEM purchases of light towers proved to be inadequate. The difference was charged to the OEM operating account.			

TOWNSHIP OF BERKELEY HEIGHTS
APPROPRIATION TRANSFER RESOLUTION
DECEMBER 3, 2014
EXPLANATORY STATEMENT - CONT'D

Account Description / Number		Amount	
To:	From:	To:	From:
Fire Department S&W	Fire Prevention S&W	\$ 8,000.00	
			\$ 8,000.00
		\$ 8,000.00	\$ 8,000.00
<u>Explanatory Statement:</u>			
The large amount of 2014 snow fall required a large increase in the amount of hydrant shoveling.			

Buildings & Grounds S&W	General Administration S&W	\$ 3,000.00	
			\$ 3,000.00
		\$ 3,000.00	\$ 3,000.00
<u>Explanatory Statement:</u>			
Incorrect budgeted amount.			

Recreation Services S&W	General Administration S&W	\$ 25,000.00	
	Financial Administration S&W		\$ 3,500.00
	Salary & Wage Adjustment		1,500.00
			20,000.00
		\$ 25,000.00	\$ 25,000.00
<u>Explanatory Statement:</u>			
Increased OT costs due to snow fall, additional summer helper hired to cover employee out on workers comp and incorrect budgeted amount.			

Recreation Services O/E	Financial Administration O/E	\$ 2,500.00	
			\$ 2,500.00
		\$ 2,500.00	\$ 2,500.00
<u>Explanatory Statement:</u>			
Increased expenditures due to snowfall and increase in senior rent.			

TOWNSHIP OF BERKELEY HEIGHTS
APPROPRIATION TRANSFER RESOLUTION
DECEMBER 3, 2014
EXPLANATORY STATEMENT - CONT'D

Account Description / Number		Amount	
To:	From:	To:	From:
Sewer Plant O/E		\$ 10,000.00	
	Financial Administration S&W		\$ 7,500.00
	Other Sewer Expense O/E		2,500.00
		\$ 10,000.00	\$ 10,000.00
<u>Explanatory Statement:</u>			
Increased professional fees due to grease trap program.			
		\$ 70,700.00	\$ 70,700.00

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**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

WHEREAS, the members of the Berkeley Heights Police Department are represented by the Policemen's Benevolent Association Local 144 ("PBA"); and

WHEREAS, the Township and the PBA are parties to collective negotiation agreements for the period January 1, 2009, to December 31, 2013; and

WHEREAS, representatives of the Township, PBA, have negotiated new collective negotiation agreements for the period January 1, 2014, to December 31, 2017, the terms of which are set forth in the Memorandum of Agreement dated November 25, 2014 ("Memorandum of Agreement"), attached hereto; and

WHEREAS, the Township's negotiating committee has recommended that the Township Council ratify the Memorandum of Agreement; and

WHEREAS, the Township Council has determined that the terms of the collective negotiation agreements set forth in the Memorandum of Agreement are in the best interests of the Township;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Berkeley Heights that the attached Memorandum of Agreement dated November 25, 2014, specifying the terms of collective negotiation agreements with the Policemen's Benevolent Association Local 144 for the period January 1, 2014, to December 31, 2017, be and hereby is ratified; and

BE IT FURTHER RESOLVED that the appropriate municipal officials are authorized and directed to take all other actions necessary to fulfill the purpose of this Resolution and the Memorandum of Agreement; and

BE IT FURTHER RESOLVED that a copy of this Resolution shall be provided to the PBA; and

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

Approved this 2nd day of December, 2014.

ATTEST:

Ana Minkoff
Township Clerk

MEMORANDUM OF AGREEMENT

Agreement made this 25th day of November 2014 by and between the Township of Berkeley Heights (herein "Township" or "the Employer") and Policemen's Benevolent Association Local 144 (herein "PBA"):

WHEREAS, the Township and the PBA are parties to a collective negotiations agreement covering the period January 1, 2009 to December 31, 2013; and

WHEREAS, the parties have engaged in good faith collective negotiations in an effort to reach agreement or otherwise resolve terms and conditions for a new labor contract; and

WHEREAS, the parties have reached agreement on terms and conditions for a new contract subject to ratification by the membership and approval by the Governing Body; and

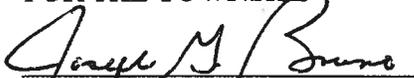
WHEREAS, the negotiating committees for the Township and for the PBA unanimously agree to recommend said ratification and approval:

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth the parties agree as follows:

1. Except as herein modified by this agreement and the attached Exhibits, the terms and conditions of the 2009-2013 contract between the parties shall remain in full force and effect.
2. All of the agreed upon modifications to the 2009-2013 are attached hereto as Exhibit A.
3. Wages – All officers hired prior to January 1, 2014 shall be placed on the salary guide in Schedule A according to the spreadsheet attached here as Exhibit B.

4. This Memorandum of Agreement shall not be effective unless ratified by the membership of the PBA and approved by the Mayor and Council. Each party shall recommend this agreement for approval and/or ratification.

FOR THE TOWNSHIP



JOSEPH G. BRUNO, MAYOR



JOHN BUSSICULO,
ADMINISTRATOR

FOR PBA LOCAL 144:



MARK STALLONE, PRESIDENT



PATRICK MORAN,
STATE DELEGATE

EXHIBIT A

AGREEMENT

BETWEEN

THE TOWNSHIP OF BERKELEY HEIGHTS

AND

PBA LOCAL 144

JANUARY 1, 2014 THROUGH DECEMBER 31, 2017

Prepared by:

METS SCHIRO & MCGOVERN, LLP

P.O. BOX 668

Woodbridge, New Jersey 07095

(732) 636- 0040

MSMLABORLAW.COM

PBA LOCAL 144 ATTORNEYS

ARTICLE I: PREAMBLE

A. This Agreement, effective as of the first day of January, 2014, 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.

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

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 negotiations 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

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.

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

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

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 or his or her designee's decision at Step One with the Township Administrator 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 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 or from the date when such decision should have been rendered, may submit the Grievance or any portion of the Grievance to binding arbitration as set forth in 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

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 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 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. 47:1A-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: For Police Officers hired prior to July 1, 1989 completed years of service shall be calculated beginning on the date the Police officer was initially hired as a full time Police Officer. For Police Officers hired on or after July 1, 1989, completed years of service shall be calculated beginning

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 work day 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 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.

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 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.

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 an 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. 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 officer's compensatory time bank falls below 240 hours. The employer may never force an 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 an 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.

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 the date of this Agreement.

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 six (6) days of "Stand-by" time per year as compensation for being designated stand-by detective.

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 and for calculation of pay for Trust Work.

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:

<u>Completed Years of Service</u>	<u>Vacation Days</u>
1/2	5
1	10
5	15
10	20
15	23
20	28

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 eight (8) hours per day of vacation (this includes members of the Patrol Division).

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

1. 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 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 from 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.

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.

I. 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 Officer in the year that the sick leave was accumulated. The days permitted to be sold back are as follows:

<u>Sick Leave Days Used</u>	<u>Days to be Sold Back</u>
5	0
4	3
3	4
2	5
1	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 K 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.

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

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. With prior approval from the Chief of Police, bereavement leave may be extended one (1) day 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, or otherwise.

B. A Police Officer may receive a leave of absence. Leave of absence shall be without pay for a period not to exceed 6 months. Leave of absence may only be granted after application to the Chief of Police approved 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 30 days shall result in suspension of all employee benefits after the 30th day unless the Police Officer pays the Township the costs for maintaining these benefits for the remaining duration of the approved leave of absence.

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' 2008 through 2013 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 other medical plans at its sole discretion.

2. Effective January 1, 2014, Police Officers shall contribute towards the cost of healthcare in an amount that shall be determined in accordance with Section 39 of P.L. 2011, c. 78, if applicable.

3. Effective August 1, 2010, the Traditional Plan was eliminated. 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, if applicable.

4. Dental coverage at least equal to the coverage provided under the terms of the parties' 2008-2013 Agreement, which included the Police Officer's spouse and eligible dependants. Any Police Officer electing dental coverage shall contribute to the cost of such coverage in an amount determined in accordance with Section 39 of P.L. 2011, c. 78, if applicable.

5. Any Police Officer electing to receive vision coverage offered by the Township shall contribute to the cost of such coverage in an amount determined in accordance with Section 39 of P.L. 2011, c. 78, if applicable.

B. Retired Police Officers, their spouses and eligible dependents shall be covered 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 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 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 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 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 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 8 years of completed service in the Police and Fireman's Retirement System while employed in the Township of Berkeley Heights.

3. 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 any contribution applicable to retirees (not active employees) contained in the collective negotiations agreement under which he or she retired and as required by applicable law.

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

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 50% of the cost for the coverage until reaching the age of 55 at which time the Township will pay the full cost.

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 of the remarriage not more than thirty (30) days after such remarriage. In the event notice is not given within such 30 day period the Survivor shall be billed and shall be obligated to pay to the Township any premium costs incurred.

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 not more than thirty (30) days after such emancipation. In the event notice is

not given within such 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.

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:

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 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 the Deferred Compensation Plan which has heretofore been in effect. 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 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 an 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 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 the ASSIGNMENT DIFFERENTIAL.

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.

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.
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

Beginning January 1, 2005, each employee shall receive two personal days per year to be used at the discretion of each Officer. Effective and retroactive to January 1, 2009, each Officer shall receive an additional personal day per annum, for a total of 3. If a personal day is not used, then a personal day may be carried forward to the next year. An Officer does not have to give any 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, 2014 through December 31, 2017. 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, 2016.

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: _____, 2014 BY: _____
Joseph G. Bruno, Mayor

DATE: _____, 2014 BY: _____
John Bussiculo, Administrator

PBA LOCAL #144

DATE: _____, 2014 BY: _____
Mark Stallone, President

DATE: _____, 2014 BY: _____
Patrick Moran, State Delegate

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.

For Police Officers hired prior to January 1, 2014:

<u>Rank</u>	<u>1/1/2013</u>	<u>1/1/2014</u>	<u>1/1/2015</u>	<u>1/1/2016</u>	<u>1/1/2017</u>
Probationary	52,322	52,322	55,985	55,985	55,985
2nd Year	57,723	57,723	61,764	61,764	61,764
3rd Year	63,124	63,124	67,543	67,543	67,543
4th Year	68,525	68,525	73,322	73,322	73,322
5th Year	73,925	73,925	79,100	79,100	79,100
6th Year	79,327	79,327	84,880	84,880	84,880
7th Year	84,727	84,727	90,658	90,658	90,658
8th Year	90,837	90,837	97,196	97,196	97,196
9th Year		92,261	98,719	98,719	98,719
10th Year		93,685	100,243	100,243	100,243
11th Year		95,109	101,767	101,767	101,767
12th Year		96,533	103,290	103,290	103,290
13th Year		97,957	104,814	104,814	104,814
14th Year		99,381	105,338	105,838	106,338
15th Year		100,805	106,361	107,111	107,861
16th Year		102,690	107,878	108,878	109,878
SGT 1		105,037	113,890	113,890	114,390
SGT 2		107,153	115,154	116,654	117,154
SGT 3		109,269	115,918	117,168	118,168
SGT 4		111,839	118,168	118,918	120,168
SGT 5		114,223	120,219	121,219	122,719

NOTE: Any Police Officer who, as a result of the implementation of the salary guide above, is subject to a reduction in base pay for 2014 shall be compensated at his or her 2013 base pay for the period of January 1, 2014 through December 31, 2014.

For Police Officers hired on or after January 1, 2014:

<u>Rank</u>	<u>1/1/2013</u>	<u>1/1/2014</u>	<u>1/1/2015</u>	<u>1/1/2016</u>	<u>1/1/2017</u>
Probationary	N/A	45,500	45,500	46,410	47,338
2nd Year	N/A	49,552	49,659	50,575	51,507
3rd Year	N/A	53,604	53,818	54,740	55,676
4th Year	N/A	57,656	57,977	58,905	59,845
5th Year	N/A	61,708	62,136	63,070	64,014
6th Year	N/A	65,760	66,295	67,235	68,183
7th Year	N/A	69,812	70,454	71,400	72,352
8th Year	N/A	73,864	74,613	75,565	76,521
9th Year		77,916	78,772	79,730	80,690
10th Year		81,968	82,931	83,895	84,859
11th Year		86,020	87,090	88,060	89,028
12th Year		90,072	91,249	92,225	93,197
13th Year		94,124	95,408	96,390	97,366
14th Year		98,176	99,567	100,555	101,535
15th Year		102,228	103,726	104,720	105,704
16th Year		106,284	107,878	108,878	109,878

B. ASSIGNMENT AND RANK DIFFERENTIALS

In addition to the base rate of pay set forth above, each 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 Officer's base pay for pension purposes. The following amounts are set as the assignment differentials:

2014	\$	5,750
2015		6,000
2016		6,000
2017		6,250

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.

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.

C. CLOTHING ALLOWANCE

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

D. MAINTENANCE ALLOWANCE

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

E. LODGING ALLOWANCE

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

APPENDIX I

**UNITED HEALTHCARE
COMPARISON OF BENEFITS**

Benefit Levels	Choice PPO		Select POS	
	PCP Selection NOT REQUIRED In-Network	Out-of-Network	PCP Selection Requirement In-Network	Suspended Out-of-Network
Deductible	Not Applicable	\$250 per person / \$500 per family \$1,000 per individual / \$2,000 per family. Coinsurance counts towards out-of-pocket. Deductible does not apply	Not Applicable	\$100 per person / \$250 per family
Coinsurance	100% / 80% Supplemental		100%	80%
Coinsurance Limit	\$400 per individual / \$800 per family	80% after deductible	\$400 per individual / \$1,000 per family	\$2,000 per individual / \$5,000 per family
Office Visit	Plan pays 100% after \$15 copay	80% after deductible	Plan pays 100% after \$5 copay	80% after deductible
Specialist Visit	Plan pays 100% after \$15 copay	80% after deductible	Plan pays 100% after \$5 copay	80% after deductible
Physicals/immunizations	Plan pays 100% after \$15 copay	80% after deductible	Plan pays 100% after \$5 copay	80% after deductible
Well Child Care Limit to Age 19	Plan pays 100% after \$15 copay 100% Female members may receive an annual Pap test, Exam and age appropriate mammograms.	80%, deductible waived	Plan pays 100% after \$5 copay 100% Female members may receive an annual Pap test, Exam and age appropriate mammograms.	80%, deductible waived
Routine Mammogram	Plan pays 100% after \$15 copay	80% after deductible	Plan pays 100% after \$5 copay 100% Female members may receive an annual Pap test, Exam and age appropriate mammograms.	80% after deductible
Routine OB/GYN	Plan pays 100% after \$15 copay	80% after deductible	Plan pays 100% after \$5 copay (after 1st visit only)	80% after deductible
Maternity - Outpatient	100% after initial co-payment of \$15	80% after deductible	100%	80% after deductible
Maternity - Inpatient	100%	80% after deductible	100%	80% after deductible
Elective Abortions	100%	80% after deductible	100%	80% after deductible
Treatment of Infertility 4	100%	80% after deductible	100%	80% after deductible
Egg Retrievals per lifetime for all plans	100%	80% after deductible	100%	80% after deductible
Exercise	\$100 reimbursement per six month period. Subscriber's spouse may be reimbursed up to \$50 per six month period. The member must complete 50 visits within the six month period			
Inpatient Hospital Services	100% for 365 days	80% after deductible	100% for 365 days	80% after deductible
Outpatient Hospital	100% for 365 days	80% after deductible	100% for 365 days	80% after deductible
Emergency Room	100% after \$35 copay, waived if admitted. In-network Urgi Care - \$15 copay		100% after \$25 copay, waived if admitted. In-network Urgi Care - \$5 copay	
Allergy Testing/Injections	Plan pays 100% after \$15 copay	80% after deductible	Plan pays 100% after \$5 copay	80% after deductible
Diagnostic X-ray & lab	100%	80% after deductible	100%	80% after deductible

**UNITED HEALTHCARE
COMPARISON OF BENEFITS - CONT'D**

Benefit Levels	Choice PPO		Select POS	
	PCP Selection In-Network	PCP Selection NOT REQUIRED Out-of-Network	PCP Selection Requirement In-Network	PCP Selection Requirement Out-of-Network
Home Health	100%	80% after deductible	100%	80% after deductible
Home Health Limit	90 visits per calendar year		100%	80% after deductible
Therapeutic Manipulations	Plan pays 100% after \$15 copay	80% after deductible	Plan pays 100% after \$5 copay	80% after deductible
Therapeutic Manipulation Limits	Unlimited		Unlimited	
SNF limits apply	100% 120 day max	80% after deductible	100%, 100 days	80% after deductible, 60 days
Foot Orthotics	No Coverage	No Coverage	100%	80% after deductible
Short Term Therapies	100%	80% after deductible	100%	80% after deductible
Therapies Limit	30 visits per calendar year per therapy		Unlimited	
Ambulance	100%		100%	80% after deductible
Durable Medical Equipment	80% coinsurance after deductible		100%	80% after deductible
Mental Health - Inpatient	Unlimited		Unlimited	
Mental Health - Outpatient	100% for 16 days	80% after deductible, 16 days	100% 1st 25 days then 90% for next 10 days	80% after deductible, 30 days
Substance Abuse - Inpatient	Biological Illnesses are treated like any other General Medical Condition - No day limits apply		Biological Illnesses are treated like any other General Medical Condition.	
Substance Abuse - outpatient	80% coinsurance after deductible, 25 visits per calendar year		Plan pays 100% after \$5 copay	80% after deductible
Eye Examinations	Biological Illnesses are treated like any other General Medical Condition - No day limits apply		Limits 100 visits per year / 300 per lifetime. Biological Illnesses are treated like any other General Medical Condition	
Vision Hardware	Included as part of the mental health benefits		Included as part of the mental health benefits	
Prescription Copay - Retail	Included as part of the mental health benefits		Included as part of the mental health benefits	
Prescription CoPay - Mail Order	Not Covered		Not Covered	
Dependent Age	Not Covered		Not Covered	
	80% after calendar year deductible - 30 day supply		90% after calendar year deductible - 30 day supply	
	\$0 copay for 90 day supply		\$0 copay for 90 day supply	
	Age 23, Coverage ends at the end of the calendar year in which the child attains age 23. Coverage dependent coverage available.			

-35-34

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 of 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.

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.

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.

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.

EXHIBIT B

TOWNSHIP OF BERKELEY HEIGHTS
 POLICE DEPARTMENT SALARIES AND WAGES
 TWP RESPONSE TO PBA 2014-2018 2.0% PROPOSAL - 10-27-2014 - CONT'D

2014

Name	Date of Hire	Title	Step	Base Salary	Assign. Diff.	Adj. Base Salary	Holiday Pay	Total Gross
Ammerlaan Edwin	06/18/94	SGT	4	111,839		111,839	10,324	122,163
Countyman Bradley	08/19/88	SGT	4	111,839		111,839	10,324	122,163
Chocel Daniel	05/30/02	PII/OEM	1	95,109		95,109	8,779	103,888
Delich Robert	06/07/96	SGT/TRF	4	111,839	5,750	117,589	10,854	128,443
Delia Michael	06/18/94	DET	16	102,690	5,750	108,440	10,010	118,450
Desimoni Ronald	01/08/97	PTL	13	97,957		97,957	9,042	106,999
Felles William	12/07/02	PTL	8	90,837		90,837	8,316	99,153
Gaffney Edward	12/09/05	PTL	9	92,261		92,261	8,516	100,777
Gallaro Michael	01/15/96	PTL	13	97,957		97,957	9,042	106,999
Glaydura Andrew	09/01/01	PTL	11	95,109		95,109	8,779	103,888
Ives William	12/06/00	SGT	4	111,839		111,839	10,324	122,163
Massimino Jason	01/01/07	PTL	8	90,837		90,837	8,885	99,722
McDonald Mark	06/12/13	PTL	9	92,261		92,261	8,516	100,777
Mintozzi Donato	07/28/04	PTL	9	92,261		92,261	8,516	100,777
Morales Jeanne	05/30/02	PTL	11	95,109		95,109	8,779	103,888
Moran Patrick	06/12/92	DET	16	102,690	5,750	108,440	10,010	118,450
Nelson Michael	06/23/95	PTL	11	95,109		95,109	8,779	103,888
Nigro Brian	09/05/13	PTL	2	57,723		57,723	5,926	63,649
Schmidt Ernest	06/06/97	SGT	4	111,839		111,839	10,324	122,163
Stallone Mark	06/19/93	DET	16	102,690	5,750	108,440	10,010	118,450
Williams Joseph	06/18/94	SGT/OEM	4	111,839	6,250	118,089	10,901	128,990

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

WHEREAS, Rae and Ana Aranas were required to post a Tree Performance bond in the amount of \$2,800.00 for the property located at 43 Orchard Lane; and the Township Zoning Officer, having inspected the work, has recommended by letter dated November 21, 2014 that \$800.00 a partial amount be released. The remaining amount of \$2,000.00 will be forfeited by the homeowner and allocated to the Berkeley Heights Tree Trust Fund.

NOW, THEREFORE BE IT RESOLVED, by the Township Council, Township of Berkeley Heights, County of Union, hereby authorizes the Township Treasurer to release and return a partial Cash Bond in the amount of \$800.00 to Rae & Ana Aranas together with any applicable interest.

BE IT FURTHER RESOLVED, that a copy of this Resolution is to be forwarded to Rae & Ana Aranas, Township Treasurer and Township Zoning Officer.

APPROVED this 2nd day of December 2014.

ATTEST:

Ana Minkoff
Township Clerk

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

WHEREAS, Garden State Fireworks has requested permission to hold a brief fireworks displays in connection with the Holiday Tree Lighting; and

WHEREAS, the Township Council believes that it is appropriate to grant permission for such a display under the normal terms and conditions.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Berkeley Heights that permission is granted to Garden State Fireworks, to hold a brief fireworks displays during the Holiday Tree Lighting on December 6, 2014.(With a rain date of December 7, 2014) Between the hours of 5:00 and 6:00 p.m.at Memorial Field, subject to concurrence from the Police Department, Fire Department and Rescue Squad; and

Copies of this resolution are to be forwarded to Garden State Fireworks, Police Department, Rescue Squad, and Fire Department.

APPROVED this 2nd day of December, 2014.

ATTEST:

**Ana Minkoff
Township Clerk**

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

Agenda Item

9C

RESOLUTION

BE AND IT IS HEREBY RESOLVED that the Township Council of the Township of Berkeley Heights, Union County, New Jersey, in meeting assembled, that the following firefighter be removed from the Active Roster of the Berkeley Heights Fire Department;

Owen Tansey, 95 Cambridge Drive, Berkeley Heights

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to Owen Tansey and the Fire Chief.

APPROVED this 2nd day of December, 2014.

ATTEST:

Ana Minkoff
Township Clerk

EXPLANATORY STATEMENT: This Ordinance amends the terms of accumulation of vacation for Township employees to have same based on the pro-rata employment for each year.

TOWNSHIP OF BERKELEY HEIGHTS, UNION COUNTY

ORDINANCE No. _____

An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Amending, Revising and Supplementing Section 2.128.110 entitled "Vacations" of Chapter 2.128 entitled "Personnel System" of Title 2 entitled "Administration and Personnel" of *The Code of the Township of Berkeley Heights*.

BE IT ORDAINED by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, as follows:

Section 1. Section 2.128.110 entitled "Vacations" of Chapter 2.128 entitled "Personnel System" of Title 2 entitled "Administration and Personnel" of *The Code of the Township of Berkeley Heights* is hereby supplemented and amended to read as follows: [New language **bold and underlined**; deleted language ~~double-strikethrough~~]

2.128.110 – Vacations.

- A. Permanent full-time employees shall receive for continuous service with the Township ~~or continuous service in the same or similar position with another municipality or employer~~ the following annual vacation with pay commencing January 1, 1975:

Table with 2 columns: Completed Service (years) and Vacation (days). Rows include 21+, 15, 10, 5, and 1 years of service.

For newly hired or appointed permanent full-time employees, the Mayor shall have the discretion to take into account prior public and/or private

work experience of the employee in counting towards the level of completed years of service at which the employee shall begin for vacation purposes at the start of his/her employment with the Township. Thereafter, said employee shall earn additional vacation time based on his/her years of continuous service with the Township pursuant to the chart above.

First Year of Employment. Annual vacation time shall be earned at the rate of one working day a month for each month of service completed during the first year of employment **unless otherwise authorized in writing by the Mayor.** This schedule will become effective two months after the date of appointment.

- B. Part-time employees, other than seasonal or casual employees, after completion of one year of continuous with the Township or continuous service in the same or similar position with another municipality or employer, shall receive the normal pay for the pay period to which they are then entitled notwithstanding the occurrence of the vacation, and they shall be permitted to take their vacations in accordance with the following schedule:

Completed Service (years)'	Vacation (days)
20	22
15	20
10	18
5	15
1	10

Seasonal or casual employees shall not be entitled to this benefit.

- C. ~~The vacation allowance must be taken during the current calendar year as permitted or directed by the Department Head, unless the Department Head determines that it cannot be taken because of the pressure of work. Under circumstances, explained, proven and accepted by the Council and Township Administrator employees may be permitted to carry forward into the next succeeding calendar year an approved number of unused, annual vacation days. Vacation days accumulated by an employee on or before December 31, 2012, may be carried forward into succeeding calendar years, and is not subject to approval by the Council and Township Administrator. Employees shall select their vacation periods in the order of their seniority within their Department, subject to the approval of the Department Head. Vacation shall be taken in the calendar year earned. Unused vacation not to exceed five (5) working days may be carried forward to be used in the next succeeding calendar year only.~~

- D. Any vacation time to be taken by any employee shall be reported to the Administrator's office by the employee with the Department Head's notation of approval, at least (30) days prior to the taking of such vacation time, unless otherwise approved by the Department Head. Failure to comply with this provision shall result in the employee being required to pay to the Township the amount originally paid to him or her as vacation time pay. The vacation time shall be recorded on permanent employee attendance record cards which are recorded and kept on file in the Administrator's office.
- E. Payment of earnings which would be received during vacation time may be made in advance of their earning period, provided that the request is made to the administrator no less than three weeks prior to the start of a vacation.
- F. At the time of separation from service, an employee may be entitled to any full day's vacation pay accumulated and not previously used, on a pro rata monthly basis for the year of separation, including unused vacation days accumulated in previous years and carried over into the year of separation. Employees may not be paid for unused vacation leave unless approved by the Council, upon recommendation from the Administrator.

Section 2. The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

Section 3. All other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 4. This Ordinance shall be presented to the Mayor for his approval and signature, which approval shall be granted or denied within ten (10) days of receipt of same, pursuant to N.J.S.A. 40:69A-149.7. If the Mayor fails to return this Ordinance with either his

approval or objection to same within ten (10) days after it has been presented to him, then this Ordinance shall be deemed approved.

Section 5. This Ordinance shall not take effect until after final passage, approval by the Mayor pursuant to N.J.S.A. 40:69A-149.7, and publication in accordance with all applicable laws and statutes.

INTRODUCED the _____ day of _____, 2014.

ADOPTED the _____ day of _____, 2014.

Joseph G. Bruno, Mayor

ATTEST:

Ana Minkoff
Township Clerk

**NOTICE OF
INTRODUCTION**

Ordinance -2014

AN ORDINANCE OF THE TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION, STATE OF NEW JERSEY, AMENDING, REVISING AND SUPPLEMENTING SECTION 2.128.110 ENTITLED "VACATIONS" OF CHAPTER 2.128 ENTITLED "PERSONNEL SYSTEM" OF TITLE 2 ENTITLED "ADMINISTRATION AND PERSONNEL" OF THE CODE OF THE TOWNSHIP OF BERKELEY HEIGHTS."

I, Ana Minkoff, Township Clerk of the Township of Berkeley Heights , do hereby certify that the foregoing Ordinance was introduced on First Reading at a meeting of the Township Council of the Township of Berkeley Heights, County of Union and State of New Jersey, on December 2, 2014 and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on December 16, 2014 at 7:00 p.m. or as soon thereafter, as practical, same can be considered, at the Municipal Building, 29 Park Avenue, Berkeley Heights, NJ, at which time and place all persons interested therein or affected thereby will be given an opportunity to be heard concerning the same. During the week prior to and up to the time of Public Hearing, copies of said Ordinance will be available in the Municipal Clerk's office in said Municipal Building, to the members of the general public who shall request the same.

**Ana Minkoff
Township Clerk**