

3-0454

THIS DOES NOT
CIRCULATE

A G R E E M E N T

between

THE TOWNSHIP OF RARITAN, NEW JERSEY

and

HUNTERDON COUNTY POLICEMEN'S BENEVOLENT

ASSOCIATION LOCAL NO. 273

patrolmen & sergeants

Effective: January 1, 1979 through December 31, 1980

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PREAMBLE

This Agreement made as of this 1st day of January, 1979, by and between THE TOWNSHIP OF RARITAN, a Municipality in the County of Hunterdon, State of New Jersey, hereinafter referred to as the "Employer", and the HUNTERDON COUNTY POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 273, hereinafter referred to as the "Union"

Witnesseth:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the employer and its employees and to establish a basic understanding relative to the rates of pay, hours of work and other conditions of employment consistent with the law;

NOW, THEREFORE, in consideration of these premises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the Union as follows:

ARTICLE I

RECOGNITION

The Township hereby recognizes P.B.A. Local No. 273 as the exclusive and sole representative for collective negotiations concerning salaries, hours of work, and other terms and conditions of employment for all full-time patrolmen and sergeants employed by Raritan Township excluding the Chief, any superior officer from the rank of Lieutenant and Captain hereinafter established, special school guards, special officers, and clerical employees.

ARTICLE II

CONDUCTING P.B.A. BUSINESS ON TOWNSHIP'S TIME

Section 1. The Township shall permit members of the P.B.A. grievance committee (not to exceed one (1)) to conduct the business of the committee, which shall consist of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off duty policemen to bring the Department to its proper effectiveness.

Section 2. The Township shall permit members of the P.B.A. negotiating committee (not to exceed one (1)) to attend collective negotiating meetings during the duty hours of the members, provided the conduct of negotiations shall not diminish the effectiveness of the Police Department or require the recall of off duty policemen to bring the Department to its proper effectiveness.

Section 3. The Township agrees to grant a maximum of one day per month off, if needed, to an Officer of the Hunterdon County P.B.A. Local No. 273 to attend P.B.A. meetings without loss of pay, provided the conduct of such business shall not diminish the effectiveness of the Police Department. Any such Officer who attends a P.B.A. meeting shall provide his own transportation and shall not use Police Department vehicles unless instructed otherwise by the Employer.

ARTICLE III

MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the Employer possesses the sole and exclusive right to conduct the business of the Township, and, except as modified by this Agreement, to manage and direct the affairs of the Police Department, and to fulfill its lawful obligation.

Section 2. It is further understood and agreed that all rights of management are retained by the Employer, except as modified by this Agreement, and that these rights shall include, but not by way of exclusion, the right to (a) select and direct the employees; (b) hire, promote, transfer and assign; (c) suspend, demote, discharge or take other disciplinary action for good cause; (d) establish the daily and weekly work schedules; (e) make changes in the starting and stopping time of the daily work schedule and to vary from the daily or weekly work schedule; (f) relieve employees from duty because of lack of work or for other legitimate reasons; (g) determine the work to be performed within the unit of employees covered by this Agreement; (h) purchase the services of others by contract or otherwise; and (i) make reasonable and binding rules and regulations together with modifications of existing rules and regulations.

ARTICLE IV

DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

ARTICLE V

NO STRIKE/NO LOCKOUT

Section 1. It is recognized that the need for continued and uninterrupted operation of the Township's departments and agencies is of paramount importance to the citizens of the community and that there shall be no interference with such operations. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and that the Union, its officers, members, agents, or principals will not engage in, encourage, sanction or suggest strikes, slow-downs, job action, lockouts, mass resignations, mass absenteeism or other similar action which would involve suspension of or interference with normal work performance.

Section 2. The Employer shall have the right to discipline or discharge any employee participating in any prohibited activity set forth in Section 1 of this Article.

Section 1. The present rules and regulations pertaining to the operation of the Police Department and maintenance of discipline will remain in effect subject to future change. The Employer may modify existing rules, and may establish and enforce new rules and regulations, not inconsistent with the terms of this Agreement, in connection with the operation of the Police Department and maintenance of discipline. Emergency rules and regulations shall be implemented immediately. Any other new rule or regulation may be discussed between the Union and the Employer within a fourteen (14) day period after notification to the Union and prior to implementation. After such discussion or the expiration of the fourteen day limit, whichever occurs first, the Employer may immediately implement any such new rule or regulation.

Section 2. It is understood that the employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of the Head of the Police Department or his designated representative. If any employee or employees believe a rule, regulation, instruction or order is unreasonable, unjust or in violation of the contract between the parties, the employee or employees shall comply with the rule, regulation, order or instruction, subject to the rights provided in the grievance procedure set forth in this Agreement.

Section 3. In the event that an employee or employees refuse to comply with a rule or regulation, or refuse to execute promptly and efficiently an instruction or order of the Head of the Police Department or his designated representative, the Employer shall have the rights, at its option, to suspend or

ARTICLE VI ROLES AND RESPONSIBILITIES
discharge the offending employee or employees, subject only to the right of the employee or employees to have the suspension or discharge treated as a grievance. This right shall not operate as a stay of the suspension or discharge.

GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. A grievance is hereby jointly defined as any complaint or question arising between the Employer and any employee represented by the Union as to the meaning, application, or operation of any provision of this Agreement with respect to wages, hours of work or other conditions of employment.

For the purposes of providing an orderly method for handling and disposing of grievances as defined, it is hereby agreed that all such grievances shall be adjusted as follows:

STEP 1 - The President of the Union or his designated representative shall present and discuss the grievance or grievances orally with the Head of the Police Department or his duly designated representative within (5) days after the employee knew or should have known of the grievance, but in no event later than (30) days after the occurrence of the facts giving rise to the grievance. The Head of the Police Department, or his duly designated representative, shall answer the grievance orally with (5) days from the date of its presentation.

STEP 2 - If the grievance is not resolved at Step 1, or if no answer has been received by the Union within the time limits set forth in Step 1, the Union shall present its grievance in writing within five (5) days, furnishing one copy thereof to the Head of the Police Department and another copy to the Township Administrator. This presentation shall set forth the nature of the grievance involved, the applicable provisions of this agreement, and the position of the Union with respect to same. The Head of the Police Department shall answer the grievance in writing within five (5) days after receipt of same.

STEP 3 - If the grievance is not resolved at Step 2, or if no answer has been received by the Union within the time limit set forth in Step 2, the grievance may be presented in writing to the Township Administrator.

Upon agreement of the parties, a meeting may be held on the grievance between the Union and the Township Administrator, at which meeting the parties may be represented. Said meeting shall not be held publicly unless the parties so agree in writing.

The Township Administrator shall render his final written decision on the grievance within fifteen (15) working days of the date of its presentation or of the date of the meeting, whichever is later, setting forth the position of the Employer.

STEP 4 - If the grievance is not resolved at Step 3, or if no answer has been received by the Union within the time set forth in Step 3, the grievance may be presented in writing by the Union to the Mayor and Township Committee within five (5) working days. Upon mutual agreement by the Parties, a meeting may be held on the grievance between the Union and the Mayor and Township Committee at which meeting the parties may be represented. Said meeting shall not be held publicly unless the parties so agree in writing. The Mayor and Township Committee shall render a final written decision within fifteen (15) working days of the date or presentation of the grievance or of the township meeting, whichever is later.

STEP 5 - If the grievance has not been satisfactorily resolved in Step 4 hereof, the Union or the Employer may refer the matter to the Public Employment Relations Commission (PERC) for selection of an arbitrator when a dispute exists regarding the interpretation and/or application of a specific provision of this Agreement.

~~The decision of the~~ (a) The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

(b) All submissions to arbitration must be made within fifteen (15) working days following the answer of the Mayor and the Township Committee, or within fifteen (15) working days following the time period set forth in Step 4 if no answer is furnished by the Mayor and Township Committee.

(c) The arbitrator's decision shall be in writing and shall be issued not later than thirty (30) calendar days after the close of the arbitration hearing. The decision shall set forth the arbitrator's findings of fact, reasons and conclusions on the issue or issues submitted.

(d) The arbitrator shall be bound by the provisions of this Agreement, and shall be restricted to the application of the facts presented to him in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendment or supplement thereto.

(e) In cases involving back pay the arbitrator may award such back pay only to the date for which the grievance was filed.

Section 2. All of the time limits contained in this Article of the agreement may be extended by mutual consent. Unless such time limits are extended by mutual consent, the failure to observe the time limits herein stated for the presentation of the grievance or submission of said grievance to arbitration shall constitute an abandonment of said grievance or right to arbitration and settlement thereof.

ARTICLE VIII

SUSPENSION AND DISCHARGE - EXPEDITED ARBITRATION

Section 1. The parties agree that nothing herein shall in any way prohibit the Employer from discharging or suspending any employee covered by this Agreement, regardless of seniority, for just cause. Notice of discharge or suspension shall be served upon the Union at the same time it is served upon the employee involved.

Section 2. In the event an employee feels that he is being discharged or suspended unjustly, said employee or the union, must file a grievance, in writing with the Employer within five (5) days from the date of receipt of notice of discharge or suspension. Thereafter, the hearing provisions of Title 40A of the New Jersey Statutes shall be substituted for the normal grievance procedure as herein provided. If the grievance is not satisfactorily resolved at the conclusion of the Title 40A hearing process, the Union may refer the matter to PERC for selection of an arbitrator, and arbitration shall be the exclusive remedy, notwithstanding Title 40A or any other provisions of New Jersey Statutes pertaining to resolution of disputes concerning suspension or discharge of Police Officers.

If no grievance is filed within the time period specified then said discharge or suspension shall be deemed to be absolute unless such time period is extended by mutual consent of the parties.

HOURS OF WORK

Section 1. The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employee services continuously throughout the seven day week.

Section 2. The parties agree that the basic tours of duty now in existence are as follows:

(a) Employees of the patrol division shall work a continuing six days on, eight hours per day, followed by three consecutive days off. In addition, the patrol division shall work three shifts as follows:

1. 11:00 p.m. to 7:00 a.m.
2. 3:00 p.m. to 11:00 p.m.
3. 7:00 a.m. to 3:00 p.m.

The employer agrees that the patrol shift should have a minimum of two men per shift working, and will expend every effort to accomplish same. Each employee shall rotate to the above shifts at the completion of his six day work week.

(b) Employees assigned to non-uniformed and/or non-patrol police duties shall work a shift as assigned by the Head of the Police Department.

Section 3. The Head of the Police Department shall have the right to make changes in the starting and stopping time of the daily work schedule in cases of emergencies. Any such temporary scheduling changes shall be for the efficient operation of the department and only during the extent of the emergency. An emergency shall be in accordance with the definition set forth

ARTICLE IX

The P.B.A. shall be notified prior to the implementation of any permanent changes in the tours of duty, and shall have the right to discuss any permanent changes with the Head of the Police Department and/or the Township Administrator, the Mayor, and the Township Committee within fourteen (14) days from the date of receiving notice of the proposed changes or by the date of the regularly scheduled Township Committee meeting next following notice of the proposed changes whichever is later. Upon termination of the notice period, the Employer shall have the right to implement any such proposed changes in the tours of duty. The employee retains the right to grieve any such changes.

OVERTIME

Section 1. Notwithstanding previous contract provisions and procedures, the parties agree that any compensation for overtime shall be made in either cash or compensatory time, at the request of the employee, with this understanding: when compensatory time is requested, the employer shall have the right to deny said compensatory time and payment will then be made to the employee in cash. The decision ^{to grant} ~~between cash and~~ compensatory time for overtime will be made by the Director of Public Safety and in making his decision he will take into account the best interest of the Township. The Employer agrees that authorized overtime consisting of time and one half shall be paid to all employees covered by this Agreement for hours worked in excess of the normal work day. Compensatory time will be given on a hour for hour basis; overtime cash will be at 1-1/2 times the hourly rate of pay.

Section 2. Employees shall not be paid overtime for hours of work in excess of the normal work day unless such overtime is authorized by the Head of the Police Department, the Sergeant on duty at the time and/or the senior man on duty at the time.

Section 3. It is recognized that the employees may be required to report in advance of the tour starting time, and for the purpose of report making at the end of a tour, to remain at the termination of a tour. In accordance with this recognition, no overtime shall be paid for a thirty minute period prior to the commencement of a tour or for a thirty minute period at the termination of a tour, but in the event an employee is required to report earlier than thirty minutes prior to the commencement of

a tour or to remain beyond thirty minutes after the end of a tour, the employee shall be paid the overtime rate for all time worked in excess of the normal hours of work per day.

Section 4. Any employee called back for any unscheduled overtime shall receive a minimum of Four (4) hours overtime compensation.

Additionally, all hours worked in excess of Four (4) hours shall be paid at the regular overtime rate hour for hour.

Section 5. A published overtime list of all members of the Department shall be maintained by the Director, and overtime shall be equally distributed to the extent possible on a rotating basis among the uniformed Officers, except in emergency situations.

If an Officer declines to perform overtime work it shall be considered as if he had worked the overtime for the purpose of equalization of overtime despite the fact that no payment of any kind shall be made for overtime not actually worked. If all officers decline to perform overtime work, the first officer from the list who was offered the overtime shall perform the work.

At no time shall uniform patrol services be suspended.

Section 6. Monetary compensation for overtime worked within the first pay period of any month shall be made within the second pay period of the month in which the overtime was earned.

Monetary compensation for overtime worked within the second pay period of any month shall be made within the pay period which immediately follows the second pay period.

If a third pay period exists in any month, monetary compensation for overtime worked within that pay period shall be made within the pay period which immediately follows the third pay period.

ARTICLE XI

SALARY

The parties recognize the need for continued high quality service to the community, and the parties agree to cooperate with each other to provide this service. The P.B.A. and each Police Officer will do all things necessary to increase productivity and thereby continue to improve service to the community. In recognition of this pledge of continued high service and improved productivity, the Employer agrees to improve the salaries for all employees covered by this Agreement.

Accordingly, the annual basic salary for employees covered by this Agreement which is based upon continuous, uninterrupted and completed months of service as an employee with the employer in the classifications and periods set forth as follows, shall be:

<u>CLASSIFICATION</u>	<u>EFFECTIVE 1/1/79</u>
Patrolman (start thru 12 months inclusive)	\$ 11,877.00
Patrolman (13 thru 24 months inclusive)	13,910.00
Patrolman (25 thru 36 months inclusive)	15,087.00
Patrolman (37 thru 60 months inclusive)	16,424.50
Patrolman (over 60 months, 2% longevity included)	16,752.99
Sergeants (under 60 months)	17,494.50
Sergeants (over 60 months, 2% longevity included)	17,844.39
<u>CLASSIFICATION</u>	<u>EFFECTIVE 1/1/80</u>
Patrolman (start thru 12 months inclusive)	\$ 12,708.39
Patrolman (13 thru 24 months inclusive)	14,883.70
Patrolman (25 thru 36 months inclusive)	16,143.09
Patrolman (37 thru 60 months inclusive)	17,574.22

CLASSIFICATION

EFFECTIVE 1/1/80

Patrolman (over 60 months, 2% longevity included)	\$ 17,925.70
Sergeants (under 60 months)	18,719.12
Sergeants (over 60 months, 2% longevity included)	19,093.50

Except as hereinabove set forth, there shall be no incremental or other adjustment to the annual base salary during the life of this Agreement.

All personnel with over 60 months of continuous, uninterrupted service shall receive 2% longevity added to their base salary.

ARTICLE XII

PROBATIONARY EMPLOYEES

New Patrolmen shall be regarded as probationary employees for the first year of employment, during which time they shall not be considered permanent members of the Police Department under this Contract or under any applicable provisions of law, including the provisions of Title 40A of the New Jersey Statutes. The Employer may discipline or discharge a probationary employee without being challenged by the Union, and there shall be no obligation to such probationary employee for re-employment or otherwise in the event of discharge.

Upon successful completion of the probationary period, new employees will be placed upon the seniority list retroactive to their first day of work.

The probationary period may be extended upon mutual consent of the parties.

EDUCATIONAL INCENTIVE

Section 1. The employer agrees to pay each employee of the Police Department, in addition to his annual salary, an educational incentive based upon the following table:

- (a) Associate Degree - \$300.00
- (b) Bachelor Degree - \$600.00
- (c) Masters Degree - \$800.00

Section 2. No employee shall receive more than eight hundred dollars (\$800.00) in any one year under this Article of the Agreement. Any payments made hereunder shall be paid annually, in a lump sum, on the first pay period in November, and shall not be used in the computation of overtime or pension.

Section 3. The Head of the Police Department shall approve necessary schedule changes to permit employees covered hereunder to attend law enforcement courses approved by the Employer, provided such schedule changes shall not interfere with the efficient operation of the Department and shall not increase the cost of overtime. Permission for such schedule changes shall not be unreasonably withheld, consistent, however with the needs of the department.

(a) The employer shall pay \$300.00 toward the costs of Tuition, Textbooks, and fees for any Police related courses which are approved by the Head of the Police Department, and provided that:

1. Appropriate vouchers are submitted to the Employer before payment is made; and

2. The employee successfully completes the course or courses; and

3. No other source of outside funds for schooling, (such as scholarships, military entitlement, etc. are available to pay these costs): Said \$300 entitlement or portion thereof will be available as needed if outside sources of funds do not cover full cost of tuition and books.

Every employee covered by this Agreement shall be granted leave with pay upon the death of a member of his family. Such leave shall be taken between the day of death and up to and including the third day after burial based upon the following schedule:

(a) For death of father, mother, sister, brother, son, daughter or other relative residing in the household--maximum of 3 working days.

(b) For death of aunt, uncle, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law---maximum of 1 working day.

(c) For death of spouse--maximum of 12 working days.

The aforementioned time limits pertaining to this Article may be extended upon mutual consent of both parties.

ARTICLE XV

PERSONAL DAYS

Each employee covered by this Agreement shall be granted three days leave with pay for personal business during 1979 and three days leave with pay for personal business during 1980 which leave shall not be cumulative from year to year. Employees are required to give reasonable notice to the Head of the Police Department of their request for personal leave, except in cases of emergency, and the granting of personal leave shall not interfere with the efficient operation of the Department.

LEAVE OF ABSENCE

The Employer agrees to grant a leave of absence without pay for personal reasons, for a period of up to one (1) year, upon thirty (30) days prior written notice given by the employee. If, at the end of the one year period or at any time prior to the expiration of the one year period, the employee wishes to return to employment he will be immediately rehired and returned to duty at the rank and salary classification he would normally be at with no loss of seniority or other contractual benefits providing a replacement has not previously been hired.

Permanent replacements may be hired by the Employer during the leave of absence.

The employee shall be notified by the Employer at his last known address of the intent to hire a permanent replacement. Upon said notification, if the employee wishes to return to duty he will be immediately rehired and returned to duty at the rank and salary classification he would normally be at with no loss of seniority or other contractual benefits.

ARTICLE XVII

VACATIONS

Section 1. All full time employees covered by this Agreement are authorized an annual vacation allowance with pay which shall accrue to each employee on a calendar year basis as follows:

(a) Probationary employees shall accumulate vacation days on a pro-rated basis. One vacation day for each month of service starting with the seventh (7) month of service.

(b) Employees shall be entitled to ten (10) working days vacation upon completion of their first year of employment with the Employer.

(c) Employees shall be entitled to fifteen (15) working days vacation upon completion of five consecutive years of employment with the Employer.

(d) Employees shall be entitled to one (1) additional working day of vacation upon completion of ten consecutive years of employment with the Employer, and one additional working day of vacation per year thereafter for each additional consecutive year of employment with the Employer.

Section 2. The Employer shall have the right to determine the scheduling of an employee's vacation. The Employer agrees to give reasonable consideration to an employee's wishes in this regard. Where conflicts in choice of dates occur, preference will be governed by seniority, insofar as effective staffing requirements permit.

Section 3. Vacations shall not be cumulative from one year to the next and must be taken in the calendar year in which earned. An employee whose employment is terminated prior to the expiration of his probationary period will not be entitled to annual vacation or pay in lieu thereof.

Section 4. A permanent employee who retires or terminates his employment in good standing with the Township shall be entitled to the vacation allowance for the current year pro-rated on the basis of one twelfth of his vacation entitlement for each month worked as of the date his separation becomes effective.

ARTICLE XVIII

HOLIDAYS

Section 1. The following days are designated as holidays for all employees covered by this agreement for calendar years 1979 and 1980:

<u>Holidays</u>	<u>Dates in 1979</u>	<u>Dates in 1980</u>
NEW YEARS' DAY	1/1/79	1/1/80
WASHINGTON'S BIRTHDAY	2/19/79	2/19/80
GOOD FRIDAY	4/13/79	4/4/80
EASTER SUNDAY	4/15/79	4/6/80
MEMORIAL DAY	5/30/79	5/30/80
INDEPENDENCE DAY	7/4/79	7/4/80
LABOR DAY	9/3/79	9/8/80
COLUMBUS DAY	10/12/79	10/12/80
GENERAL ELECTION DAY	11/6/79	11/4/80
VETERANS DAY	11/11/79	11/11/80
THANKSGIVING DAY	11/22/79	11/27/80
FRIDAY AFTER THANKS- GIVING DAY	11/23/79	11/28/80
CHRISTMAS DAY	12/25/79	12/25/80
EMPLOYEE BIRTHDAY		

Section 2. Employees who do not work on an observed holiday shall receive their regular daily rate of pay for the holiday provided that any absence occurring on the day before or after the holiday has been excused by the employer. If absence prior to or following the holiday is due to illness, the Employer may request reasonable proof thereof.

Section 3. Employees who are required to work on an observed holiday will be paid their regular holiday pay plus payment at their regular rate of pay for all hours worked on such holiday, and shall receive compensatory time on an hour for hour basis for all such hours actually worked on such holiday.

~~Article 14. Compensation~~ Section 4. Any employee who shall work overtime on an ~~employee~~ observed holiday shall receive his regular daily rate of pay, his regular daily rate of holiday pay, his regular daily overtime rate and compensatory time on an hour for hour basis for all such hours actually worked.

Section 5. Monetary compensation for all holiday time will be made in the following manner:

(a) Monetary compensation for all such time worked within the first ^{pay} period of any month shall be made within the second pay period of the month in which it was earned.

(b) Monetary compensation for all such hours worked within the second pay period of any month shall be made within the pay period which immediately follows the second pay period.

(c) If a third pay period exists in any month monetary compensation for all such hours worked within that pay period will be made within the pay period which immediately follows the third pay period.

ARTICLE XIX

SICK LEAVE

Section 1. Sick leave is the absence of an employee from work because of illness, accident, exposure to contagious disease, or attendance for short periods of time upon a member of the employee's immediate family seriously ill requiring care or attendance of such employee.

Section 2. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly. Failure to notify the supervisor may be cause for disciplinary action. Absences without notice for five (5) consecutive days shall constitute a resignation.

Section 3. Sick leave shall be earned in the following manner:

(a) One (1) day for each full month of service with the Employer during the first year of employment.

(b) One and one quarter (1-1/4) days for each full month of service with the Employer beginning with the second year of employment.

(c) Sick leave credits shall not accrue while an employee is absent on a leave without pay.

Section 4. Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illness. The Employer may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined by a physician at the expense of the Employer.

Section 5. An employee injured or taken seriously ill as a result of his duties shall not be charged for sick leave, vacation leave, or personal leave, and he shall continue to draw full base salary for a period of up to one (1) year from the date of occurrence.

Section 6. Sick leave credits shall accrue from one year to the next but for not more than 150 days. The Employer agrees to make a monetary reimbursement at Five dollars (\$5.00) per sick day not used by the employee. This payment will be made at the time the employee leaves the service of the township.

ARTICLE XX

MISCELLANEOUS

Section 1. Employees covered hereunder shall have access to and shall be permitted to examine their own personnel files upon giving the Employer at least two (2) working days advance notice.

Section 2. Past practice with respect to furnishing and cleaning uniforms and equipment to employees covered hereunder shall be continued.

Section 3. If an employee covered hereunder is made a defendant in a law suit or other legal proceeding arising out of the performance of Township Police duties for which the Township does not have insurance coverage, then and in that event, the Township will provide the employee with counsel to defend such suit or legal proceeding. If the employee is unsatisfied with counsel provided by the Township, he may, at his own expense, retain private counsel; in which event the Township shall reimburse the employee an amount which the Township attorney determines is a just fee for reasonably disposing of the matter.

Section 4. Upon receiving prior approval by the Department Head, employees covered hereunder shall be reimbursed for out of pocket expenses incurred in connection with the performance of official duties on the following basis:

(a) Meals - six (6) dollars per meal except breakfast, which shall be four (4) dollars per meal, when meal periods fall outside the scheduled tour of duty.

~~16~~ Mileage ~~is sixteen~~ (16) cents per mile ~~to be~~ computed to and from Raritan Township Police Headquarters when using employee's own vehicle. (This shall not be construed to cover use of employee's vehicle in reporting for or leaving duty.)

(c) Tolls, parking fees and lodging - Reimbursement of reasonable expenses incurred for the aforementioned items shall be made by the Employer upon presentation of validated receipts.

(d) Payment for the above shall be made within 15 days of submission of a voucher.

Section 5. Bulletin Board - The P.B.A. shall have the use of a bulletin board at Headquarters for posting of notices relating to P.B.A. meetings, official business, social functions, news items and other related items. No defamatory or malicious writing of any nature whatsoever shall be placed on the P.B.A. bulletin board, and the P.B.A. agrees to maintain said board in a neat manner at all times.

Section 6. Dues Check off. The Employer agrees to make a bi-monthly deduction from the employees pay check at the request of the employee. Such deductions will be used to pay for said employees P.B.A. dues. Such deductions will be turned over to the P.B.A. on a monthly basis. The amount to be deducted from each pay check will be one half (1/2) of the employees monthly dues.

ARTICLE XXI

INSURANCE

Section 1. The Employer agrees to continue all insurance enjoyed in the past by employees covered hereunder and their dependants.

Section 2. Any employee who is injured in an accident arising out of or in the course of his employment and who is temporarily unable to work as a result thereof, shall not be charged sick leave, and shall continue to draw full base pay for a period of up to one year from the date of occurrence.

The Township reserves the right to have a physician of its own choice, at the expense of the Township, examine the employee to determine whether or not he is fit for duty. If the employee refuses to submit to such examination, payment under this section shall automatically terminate.

Section 3. Employees covered hereunder shall execute and deliver to the Employer a subrogation agreement relating to workmen's compensation, temporary disability payments received by an Officer while he is receiving a salary from the Township, and all checks received by the Officer for temporary disability benefits as stated above shall be endorsed and delivered to the Township. In the event of third party litigation, the Officer involved shall be responsible for payment of any insurance liens or claims from proceeds of such third party action without recourse to the Township for any reimbursement thereof.

Section 4. The Employer shall provide False Arrest Insurance for employees covered by this Agreement as has been provided in the past.

ARTICLE XXII

PROMOTIONS

Section 1. The Employer agrees to give preference and advancement to the then current employees as explained in N.J.S.A. 40.

Section 2. If a newly created job or open job within the unit covered by this Agreement exists which represents a promotion or advancement or transfer for employees covered by this Agreement, such job will be posted on the bulletin board for fifteen (15) working days. Such notice shall contain a description of the job and the rate of pay (minimum and maximum where applicable). Employees wishing to acquire said posted jobs shall sign their names to the notice.

ARTICLE XXIII

SAVINGS CLAUSE

Section 1. It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2. If any such provision is invalid, the Employer and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXIV

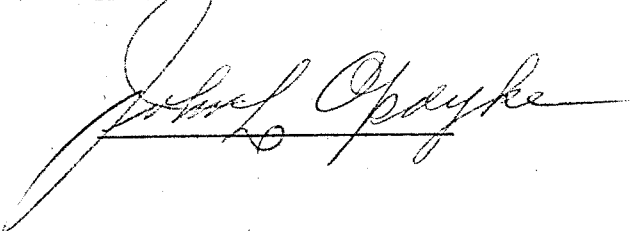
DURATION OF AGREEMENT

The provisions of this Agreement shall become effective on January 1, 1979 and shall continue in full force and effect until December 31, 1980, both dates inclusive.

Unless one party hereto gives notice of intent to terminate or modify this Agreement to the other party in writing, not more than 60 days nor less than 45 days prior to December 31, 1980, this Agreement shall continue in full force and effect for an additional year, and henceforth from year to year until either party gives the other party a written notice of its intent to terminate, modify or amend this Agreement not more than 60 days nor less than 45 days prior to any anniversary of the original expiration date.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representatives this 9TH day of APRIL 1979.

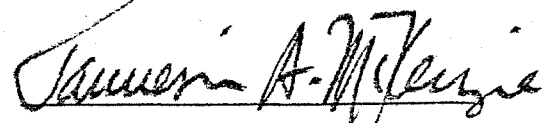
ATTEST:



ATTEST:

Maria Badura

THE TOWNSHIP OF RARITAN



HUNTERDON COUNTY POLICEMEN'S
BENEVOLENT ASSOCIATION
LOCAL No. 273



