

SIDE BAR AGREEMENT

This Agreement is made by and between the **TOWNSHIP OF RARITAN** (herein "**TOWNSHIP**") and **Policemen's Benevolent Association Local 337A** (herein "**SOA**") on this ____ day of February, 2017.

WHEREAS, the Township and the SOA are parties to a collective negotiations agreement ("**CNA**") effective January 1, 2016 through December 31, 2019; and

WHEREAS, the Township has determined that the Police Department would benefit from promoting a Lieutenant to the rank of Captain; and

WHEREAS, the parties agree that the rank of Captain is appropriate to be included in the PBA Local 337A negotiations unit; and

WHEREAS, Article XXIV(3) of the CNA provides that "[i]t is understood and agreed upon that, by mutual consent of both the employer and the SOA, the two parties may meet for purpose of affecting a change or providing an addendum to any section of the Agreement. It is further understood and agreed upon that the remaining sections of this Agreement shall remain in full force"; and

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein, the Township and the SOA agree to the following:

1. All terms and conditions of employment set forth in the CNA shall remain in full force and effect except as modified herein.

2. **ARTICLE I, RECOGNITION**

a. The Township agrees to include the rank of Captain as part of the inclusions in Article I and remove the rank of Captain from the list of exclusions.

b. Article I shall therefore be amended as follows:

The Township hereby recognizes the SOA as the exclusive negotiations representative for the collective negotiations concerning salaries, hours of work, and other terms and conditions of employment for all Superior Officers in the ranks of Sergeant, Lieutenant and Captain employed by the Township and excluding the ranks of Chief of Police.

3. **ARTICLE VII, GRIEVANCE PROCEDURE**

The term “Chief’s Designee” shall be removed in this Article, and all grievances must be submitted to the Chief of Police.

4. **ARTICLE IX, HOURS OF WORK**

a. Section 2(b) shall be amended as follows:

“b. Captains and Lieutenants shall work hours assigned by the Chief of Police.”

5. **ARTICLE X, OVERTIME**

Captains shall not receive departmental overtime. Upon approval of the Chief of Police, Captains will receive flex time on an hour for hour basis when required to work more than eight (8) hours per day or forty (40) hours per week. The flex time must be used before the end of the year in which the flex time is earned.

6. **ARTICLE XI, SALARY**

a. Captains salaries shall be increased as follows:

Effective January 1, 2017 – 1.8%

Effective January 1, 2018 – 1.95%

Effective January 1, 2019 – 1.95%

b. The Captains Salary Guide is set forth below:

1/1/2017	1/1/2018	1/1/2019
\$151,762	\$154,721	\$157,738

7. **ARTICLE XX, UNIFORM ALLOWANCE**

Include in Section 2: "Captains shall receive an annual clothing allowance of one thousand two hundred dollars (\$1,200)."

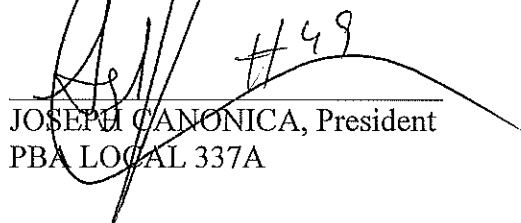
8. This Side Bar Agreement shall not modify any of the terms and conditions of employment contained in the CNA.

9. This agreement is subject to ratification by the SOA negotiations unit members before it becomes effective.

10. In addition to the terms set forth herein, Captains shall be covered by all of the terms and conditions set forth in the CNA.

11. This Side Bar Agreement shall be incorporated into the CNA as if fully set forth therein.

FOR THE SOA:



 JOSEPH CANONICA, President
 PBA LOCAL 337A

FOR THE TOWNSHIP: