

230454

10-21

A G R E E M E N T

Raritan Township between
THE TOWNSHIP OF RARITAN, NEW JERSEY

and

HUNTERDON COUNTY POLICEMEN'S BENEVOLENT ASSN.

LOCAL NO. 273

(Patrolmen and Sergeants)

X EFFECTIVE: January 1, 1984 through December 31, 1986

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	PAGE 1
ARTICLE II	CONDUCTING P.B.A. BUSINESS ON TOWNSHIP'S TIME	PAGE 2
ARTICLE III	MANAGEMENT RIGHTS	PAGE 3
ARTICLE IV	DISCRIMINATION OR COERCION.....	PAGE 4
ARTICLE V	NO STRIKE/NO LOCKOUT	PAGE 5
ARTICLE VI	RULES AND REGULATIONS	PAGE 6
ARTICLE VII	GRIEVANCE AND ARBITRATION PROCEDURE ...	PAGE 8
ARTICLE VIII	SUSPENSION AND DISCHARGE-EXPITED ARBITRATION	PAGE 12
ARTICLE IX	HOURS OF WORK	PAGE 13
ARTICLE X	OVERTIME	PAGE 15
ARTICLE XI	SALARY	PAGE 17
ARTICLE XII	PROBATIONARY EMPLOYEES.....	PAGE 23
ARTICLE XIII	EDUCATIONAL INCENTIVES	PAGE 24
ARTICLE XIV	DEATH IN FAMILY	PAGE 26
ARTICLE XV	PERSONAL DAYS	PAGE 27
ARTICLE XVI	LEAVES OF ABSENCE.....	PAGE 28
ARTICLE XVII	VACATIONS	PAGE 29
ARTICLE XVIII ...	HOLIDAYS	PAGE 31
ARTICLE XIX	SICK LEAVE	PAGE 33
ARTICLE XX	ACTING OFFICER	PAGE 35
ARTICLE XXI	UNIFORMS AND CLOTHING	PAGE 36
ARTICLE XXII	FUEL OIL CREDIT CARD	PAGE 37
ARTICLE XXIII....	MISCELLANEOUS	PAGE 38
ARTICLE XXIV	INSURANCE	PAGE 40
ARTICLE XXV	PROMOTIONS	PAGE 42
ARTICLE XXVI	SAVINGS CLAUSE	PAGE 43
ARTICLE XXVII ...	DURATION OF AGREEMENT	PAGE 44

PREAMBLE

This Agreement made as of this 1st day of January, 1983 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 and specifically excludes the Chief of Police, 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.

ARTICLE VI

RULES AND REGULATIONS

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

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.

ARTICLE VII

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 purpose 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 (15) fifteen days after the employee knew or should have known of the grievance, but in no event later than (60) sixty 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 within (5) five days from the date of its presentation.

STEP 2. If the grievance is not resolved satisfactorily 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 (5) five 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 (5) five days after receipt of same.

STEP 3. If the grievance is not resolved satisfactorily at Step 2, or if no answer has been received by the Union within the time limit as set forth in Step 2, the grievance shall 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 by legal counsel. 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 (15) fifteen 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 shall be presented in writing by the Union to the Mayor and Township Committee within (5) five 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 by legal counsel. 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 (15) fifteen working days of the date of presentation of the grievance or of the Township meeting,

(ARTICLE VII (CONT.))

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.

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 (15) fifteen working days following the answer of the Mayor and Township Committee, or within (15) fifteen 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 (30) thirty calendar days after the close of the arbitration hearing. The decision shall set forth the arbitrator's findings of fact, and the 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 this 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.

ARTICLE IX
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

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 change

ARTICLE X

OVERTIME

Section 1. The parties agree that any compensation for overtime shall be made in either cash or compensatory time at the choice of the employee.

It is mutually understood, however, that compensatory time shall be granted when adequate notice is given only at the discretion of the Head of the Police Department as operational needs require, based on seniority.

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 an hour for hour basis.

Overtime cash will be at 1½ 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 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.

However, 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.

ARTICLE X (CONT.)

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 Head of the Police Department, 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.

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:

SEE ADDENDUM 1

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

All Personnel with over sixty (60), but less than eighty-four (84) months of continuous, uninterrupted service shall receive 2% longevity added to their base salary.

All personnel with over eighty-four (84) months, but less than one hundred twenty (120) months of continuous, uninterrupted service shall receive 3% longevity added to their base salary.

ARTICLE XI (CONT)

SALARY SCHEDULE

All personnel with over one hundred twenty (120) months of continuous, uninterrupted service shall receive 4% longevity added to their base salary.

1986 LONGEVITY AGREEMENT

It is agreed upon by both parties and recognized that the Hunterdon County Central P.B.A. #273 will actively support and attempt to gain transfer for members of the Township of Raritan Police Department from the PUBLIC EMPLOYEES RETIREMENT SYSTEM to THE NEW JERSEY POLICE AND FIRE PENSION SYSTEM through a Voter referendum in the 1984 General Election. It is agreed that if the Township of Raritan Police Department is unsuccessful in this transfer and is not in the NEW JERSEY POLICE AND FIRE PENSION SYSTEM in the calendar year 1985 the following longevity pay schedule will take effect January 1, 1986:

All personnel with over sixty (60) months but less than eighty-four (84) months of continuous, uninterrupted service shall receive 3% longevity added to their base salary.

All personnel with over eighty-four months (84) but less than one hundred twenty (120) months of continuous, uninterrupted service shall receive 4% longevity added to their salary.

All personnel with over one hundred twenty (120) months, but less than one hundred eighty (180) months of continuous, uninterrupted service shall receive 5% longevity added to their base salary.

ARTICLE XI (CONT)

1986 Longevity Agreement

All Personnel with over one hundred eighty months of continuous, uninterrupted service shall receive 6% longevity added to their base salary.

ADDENUM 1
SALARY SCHEDULE

<u>CLASSIFICATION</u>	<u>EFFECTIVE 1/1/84</u>
Patrolman (start through 12 months).....	\$ 18,098.91
Patrolman (13 months through 24 months).....	\$ 21,196.92
Patrolman (25 months through 60 months).....	\$ 25,028.66
Patrolman (61 months through 84 months includes 2% longevity).....	\$ 25,529.23
Patrolman (85 months through 120 months includes 3% longevity).....	\$ 25,779.52
Patrolman (121 months and above includes 4% longevity).....	\$ 26,029.81
Sergeant (to 60 months).....	\$ 26,659.20
Sergeant (61 through 84 months includes 2% longevity).....	\$ 27,192.38
Sergeant (85 through 120 months includes 3% longevity).....	\$ 27,458.98
Sergeant (121 months and above includes 4% longevity).....	\$ 27,725.57
	<u>EFFECTIVE 1/1/85</u>
Patrolman (start through 12 months).....	\$ 19,365.83
Patrolman (13 months through 24 months).....	\$ 22,680.70
Patrolman (25 months through 60 months).....	\$ 26,780.67
Patrolman (61 months through 84 months includes 2% longevity).....	\$ 27,316.28
Patrolman (84 months through 120 months includes 3% longevity).....	\$ 27,584.09
Patrolman (121 months and above includes 4% longevity).....	\$ 27,851.90
Sergeant (through 60 months).....	\$ 28,525.34
Sergeant (61 months through 84months includes 2% longevity).....	\$ 29,095.85
Sergeant (85 months through 120 months includes 3% longevity).....	\$ 29,381.10
Sergeant (121 months and above includes 4% longevity).....	\$ 29,666.35

ADDENUM 1 (CONT)
SALARY SCHEDULE*

<u>CLASSIFICATION</u>	<u>SCHEDULE A*</u>	<u>EFFECTIVE 1/1/86</u>
Patrolman (start through 12 months).....		\$ 20,915.10
Patrolman (13 months through 24 months).....		\$ 24,495.16
Patrolman (24 months through 60 months).....		\$ 28,923.12
Patrolman (61 months through 84 months 2% longevity added).....		\$ 29,501.58
Patrolman (85 months through 120 months 3% longevity added).....		\$ 29,790.81
Patrolman (121 months and above 4% longevity added).....		\$ 30,080.04
Sergeant (through 60 months).....		\$ 30,807.04
Sergeant (61 through 84 months 2% longevity added).....		\$ 31,423.52
Sergeant (85 months through 120 months 3% longevity added).....		\$ 31,731.59
Sergeant (121 months and above 4% longevity added).....		\$ 32,039.66

* This schedule will be effective 1/1/86 if POLICE AND FIRE question is passed on November 1984 ballot and the Raritan Township Police Department is in the NEW JERSEY POLICE AND FIRE PENSION SYSTEM in the calendar year 1985.

ADDENUM 1 (CONT)

SALARY SCHEDULE*

<u>CLASSIFICATION</u>	<u>SCHEDULE B*</u>	<u>EFFECTIVE 1/1/86</u>
Patrolman (start through 12 months)		\$ 20,915.10
Patrolman (12months through 24 months)		\$ 24,495.16
Patrolman (24 months through 60 months)		\$ 28,923.12
Patrolman (61 months through 84 months 3% longevity added)		\$ 29,790.81
Patrolman (85 months through 120 months 4% longevity added)		\$ 30,080.04
Patrolman (121 months through 180 months 5% longevity added)		\$ 30,369.28
Patrolman (181 months and above 6% longevity added)		\$ 30,658.51
Sergeant (through 60 months)		\$ 30,087.37
Sergeant (61 months through 84 months 3% longevity added)		\$ 31,731.59
Sergeant (85 months through 120 months 4% longevity added)		\$ 32,039.66
Sergeant (121months through 180 months 5% longevity added)		\$ 32,347.74
Sergeant (181 months and above 6% longevity added)		\$ 32,655.81

* This schedule will take effect 1/1/86 if the Raritan Township Police Department does not gain entry into the NEW JERSEY POLICE AND FIRE PENSION SYSTEM in the calender year 1985. SCHEDULE A will be disregarded.

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 Agreement 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.

ARTICLE XIII
EDUCATIONAL INCENTIVE

Section 1. The Employer agrees to pay each employee covered by this Agreement, in addition to his annual salary, an educational incentive based upon the following table:

An employee shall receive five dollars (\$5.00) per college credit hour earned up to a maximum of one hundred fifty (150) hours.

This payment to be made annually on the first pay day of September.

It is agreed and understood by the parties that the Employer may request reasonable proof of the credits earned.

Section 2. 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 Police 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.

Section 3. The Employer agrees to pay three hundred dollars (\$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:

A. Appropriate vouchers are submitted to the Employer before payment is made.

B. The employee successfully completes the course or courses

ARTICLE XIII (CONT.)

EDUCATIONAL INCENTIVE

C. No other source of outside funds for schooling (such as scholarships, military entitlement, etc.) is available to pay these costs.

Said three hundred dollars (\$300.00) entitlement or portion thereof will be available as needed if outside sources of funds do not cover full cost of tuition and books.

ARTICLE XIV.
DEATH IN FAMILY

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 (3rd) 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 three (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 one (1) working day.

C. For death of spouse--maximum of twelve (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 (3) days leave with pay for personal business during the calendar year 1983.

Employees are required to give reasonable notice to the Head of the Police Department of their requests for personal leave, except in cases of emergency, and the granting of personal leave shall not interfere with the efficient operation of the Police Department.

Personal leave days shall not accrue from year to year.

turned to duty at the rank and salary classification he would normally be at with no loss of seniority or other contractual benefits.

ARTICLE XVI

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 (1) vacation day for each month of service starting with the seventh (7th) month of service.

B. Employees shall be entitled to two (2) weeks vacation upon completion of their first (1st) year of service with the Employer: total of twelve (12) days.

C. Employees shall be entitled to three (3) weeks vacation upon completion of their fifth (5th) year of service with the Employer: total of eighteen (18) days.

D. Employees shall be entitled to four (4) weeks vacation upon completion of their tenth (10th) year of service with the Employer: total of twenty-four (24) days.

E. The foregoing vacation leave is based upon an employee's schedule of working for six (6) consecutive days which equals a week and then time off for three (3) consecutive days.

Section 2. Vacations shall not be cumulative from one year to the next and must be taken in the year in which they are earned providing the manpower needs of the Police Department permit.

In any case where the manpower needs of the Department, as determined by the Head of the Police Department, do not allow an employee to take his full vacation allowance, said employee may

VACATIONS

either receive monetary payment at the straight time rate for those unused days, or he may be permitted to carry over into the next year those unused days; this at the discretion of the employee.

In cases where payment is requested, that payment is to be made to the employee on the last pay day of that calendar year.

Vacation days may not be carried over into a second year.

Section 3. Employees agree that they must take a minimum of one (1) weeks' vacation at any one time. Uniform personnel that work a 6 day on, 3 day off schedule must take a minimum of 1 week or 6 day vacation at any one time.

Non-uniform personnel, or those that work a 5 day on, 2 day off schedule, will take a minimum of 1 week or 5 day vacation at any one time. Days remaining from the multiple of 5 will be taken in whatever amount is applicable.

Section 4. 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. When conflicts in choice of dates occur, preference will be governed by seniority, insofar as effective staffing requirements permit.

Section 5. 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 (1/12) 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 1981 and 1982:

New Year's Day

Washington's Birthday

Good Friday

Easter Sunday

Memorial Day

Independence Day

Labor Day

Columbus Day

General Election Day

Veterans Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

Employee's Birthday

The above "holidays" shall be observed on the dates indicated by the observation of same by the State Government of New Jersey with the exception of "Employee's Birthday" which shall be observed on that specific date.

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,

ARTICLE XVIII (CONT.)

HOLIDAYS

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.

Section 4. Employees who shall work overtime on an observed "holiday" shall receive their regular daily rate of pay, their regular daily rate of holiday pay, their 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 time 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 time worked within that pay period shall 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.

ARTICLE XIX (CONT.)

SICK LEAVE

Section 5. In the event a member suffers an on-the-job injury, payment at his full salary will continue for a period of up to one (1) year from the date of occurrence, with the provision that any compensation he received during the one (1) year period in the form of disability payments, etc. are turned over to the Township.

He will not be charged for sick leave, vacation leave or personal leave during this absence.

If, at the end of that one (1) year period, the member is still not able to return to full duty, the Township Committee will evaluate the situation and, at its discretion, may extend the time period that the member may remain off-duty.

In the event a member is off duty due to illness, or non-job related injury, and has used up all his sick time, vacation time and/or personal leave during his illness, the Township Committee at its discretion, may extend the sick leave time of the member.

Section 6. Sick leave credits shall accrue from one year to the next but not for more than one hundred fifty (150) days.

The Employer agrees to make a monetary reimbursement at ten dollars (\$10.00) per sick day not used by the employee up to a maximum payment of fifteen hundred dollars (\$1500.00).

It is understood and agreed upon by both parties, that no such payment shall be made if the member is terminated for cause.

ARTICLE XX

ACTING OFFICER

Any employee covered by this Agreement who shall have been directed by the Head of the Police Department to act in the capacity of a senior ranking officer for a continuous period of two (2) weeks or more shall be compensated at that senior ranking officer's rate of pay for all such time.

ARTICLE XXI
UNIFORMS and CLOTHING

Section 1. Past practice with respect to furnishing and cleaning of uniforms and equipment to employees covered hereunder shall be continued for the duration of this Agreement.

Section 2. All members covered by this Agreement who are assigned to work in plainclothes shall receive an annual clothing allowance of five hundred dollars (\$500.00).

ARTICLE XXII

FUEL OIL CREDIT CARD

The Employer agrees to obtain at least one major oil company credit card for use by members of the Police Department when on official business outside the Raritan Township area.

Such card and its use will be under the strict control of the Head of the Police Department at all times.

ARTICLE XXIII

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. 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 not satisfied 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 3. Upon receiving prior approval by the Head of the Police Department, 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--eight dollars (\$8.00) per meal except breakfast, which shall be five dollars (\$5.00) per meal, when meal periods fall outside the scheduled tour of duty.

B. Mileage--eighteen cents (\$.18) per mile 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.)

ARTICLE XXIII (CONT.)

MISCELLANEOUS

C. Tolls, parking fees, 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 aforementioned shall be made within fifteen (15) days of submission of a voucher.

Section 4. Bulletin Board--The P.B.A. shall have the use of a bulletin board at Police 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 5. 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 XXIV

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 be entitled to all such considerations as appear in Article XIX of this Agreement.

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 XXIV
(CONT.)

Section 5. The Employer agrees to provide Dental Insurance for employees covered hereunder and their dependants at no cost to the employee. The said coverage shall be through New Jersey Dental Inc. and shall be their Intermediate Program -II-A. This coverage shall begin as of July 1, 1984. If at any time this policy becomes unavailable to the Township for any reason, the Township will immediatly replace it with another Dental Insurance Plan of equal coverage.

Section 6. The Employer agrees to provide Prescription Drug Insurance for employees covered hereunder and their dependants. The coverage will have a maximum \$1.00 deductible per pæscription, otherwise the insurance will be of no cost to the employee. This insurance shall begin as of January 1, 1985.

ARTICLE XXV

PROMOTIONS

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

Section 2. If a newly created job or an 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 XXVI
SAVINGS CLAUSE

Section 1. It is understood and agreed upon 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.

Section 3. It is understood and agreed upon that upon mutual consent of both the Employer and the Union the two parties may meet for the 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 the Agreement shall remain in full force.

Section 4. It is understood and agreed upon that all benefits, terms and conditions of employment presently enjoyed by the employees covered by this Agreement, unless otherwise modified by this Agreement, shall be continued.

ARTICLE XXVII
DURATION OF AGREEMENT

The provisions of this Agreement shall become effective on January 1, 1984 and shall continue in full force and effect until December 31, 1986, 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 sixty (60) days nor less than forty-five (45) days prior to December 31, 1986 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 sixty (60) days nor less than forty-five (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 on this 28TH day of FEBRUARY 1984.

ATTEST:

Robert Anderson

Eugene Dunway

THE TOWNSHIP OF RARITAN:

D.R. Grotter

HUNTERDON COUNTY POLICEMEN'S
BENEVOLENT ASSOCIATION LOCAL
NO. 273

Fred W. Brown

Alton J. Tabacko

A.J. Centauri Sgt.