

COLLECTIVE BARGAINING AGREEMENT

January 1, 2013 - December 31, 2015

Between

TOWNSHIP OF RARITAN

and

RARITAN TOWNSHIP PBA LOCAL 337

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PREAMBLE

This Agreement made as of this 20th day of August, 2013, between the Township of Raritan, a municipality in the County of Hunterdon, State of New Jersey, (hereinafter the "Township" or "Employer") and the Raritan Township Policeman's Benevolent Association, Local No. 337 (hereinafter the "PBA" or "Employees").

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 promises 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 PBA.

ARTICLE I. RECOGNITION

The Township hereby recognizes the PBA as the exclusive and sole representative for the collective negotiations concerning salaries, hours of work, and other terms and conditions of employment for all full-time Patrol Officers (including detectives with the rank of Patrol Officer) employed by the Township and specifically excludes the Chief of Police, Captains, Lieutenants and Sergeants and also excludes special school guards, special officers and clerical employees.

ARTICLE II. CONDUCTING UNION BUSINESS

1. The Township shall permit members of the PBA 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 officers to bring their department to its proper effectiveness.

2. The Township shall permit members of the PBA negotiating committee (not to exceed one (1)) to attend collective negotiating meetings, during the duty hours of the members without loss of pay, provided the conducting of the negotiations shall not diminish the effectiveness of the police department or require the recall of off-duty officers to bring the department to its proper effectiveness.

3. The Township agrees to grant a maximum of one (1) day per month off, which may be taken in daily or hourly increments, if needed, to an officer of the PBA to attend PBA meetings without loss of pay, provided the conducting of such business shall not diminish the effectiveness of the police department. Any such officer who attends the PBA meetings shall provide their own transportation and shall not use police department vehicles unless instructed otherwise by the employer.

ARTICLE III. MANAGEMENT RIGHTS

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 obligations.

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) relieve employees from duty because of lack of work or for other legitimate reasons; and (e) determine the work to be performed within the unit of employees covered by this Agreement.

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 or other status protected by law.

ARTICLE V. NO STRIKE/NO LOCKOUT

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, slowdowns, job action, lockouts, mass resignations, mass absenteeism or other similar action which would involve suspension of or interference with normal work performance.

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

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 negotiations. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

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 Chief of Police, or the Chief's designee. If any employee(s) believes a rule, regulation, instruction or order is unreasonable, unjust or in violation of the contract between the parties, the employee(s) shall comply with the rule, regulation, order or instruction, subject to the rights provided in the grievance procedure set forth in this Agreement.

3. In the event that an employee(s) refuses to comply with a rule or regulation, or refuses to execute promptly and efficiently an instruction or order of the Chief of Police, or the Chief's designee, the employer shall have the right to take disciplinary action subject to the right of the employee(s) to seek redress under *N.J.S.A.* Title 40A or the grievance procedure set forth herein.

ARTICLE VII. GRIEVANCE & ARBITRATION PROCEDURES

1. A grievance is hereby jointly defined as an appeal of the interpretation, application or violation of policies, agreements, and administrative decisions affecting an employee(s) or the majority representative of the employees. For the purpose of providing an orderly method for handling and disposing of grievances as defined, it is hereby agreed that grievances shall be adjusted as follows unless there are specific exceptions cited within the Agreement:

STEP 1. The PBA President, or the President's designee, shall present and discuss the grievance(s) orally with the Chief of Police, or the Chief's designee, within fifteen (15) working days after the grievant(s) knew or should have known of the occurrence giving rise to the grievance. The Chief, or the Chief's designee, shall answer the grievance orally within five (5) working 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 PBA within the time limit set forth in Step 1, the PBA shall present its grievance, in writing, within five (5) working days to the Chief of Police, or the Chief's designee. This presentation shall set forth the nature of the grievance involved, the applicable provisions of this Agreement and the position of the PBA with respect to same. The Chief, or the Chief's designee, shall answer the grievance, in writing, within five (5) working 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 PBA within the time limit set forth in Step 2, the grievance shall be presented, in writing, to the Township Administrator within five (5) working days thereafter. Upon mutual agreement by the parties, a meeting may be held on the grievance between the PBA 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 a final written decision on the grievance within ten (10) working days of the date of its presentation or, if a meeting is held, within ten (10) working days thereafter 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 PBA within the time limit set forth in Step 3, the grievance shall be presented, in

writing, by the PBA 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 PBA 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 on the grievance within fifteen (15) working days of the date of its presentation or, if a meeting is held, within fifteen (15) working days thereafter setting forth the position of the employer.

STEP 5. If the grievance has not been satisfactorily resolved in Step 4, the PBA 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 fifteen (15) working days following the answer to the Mayor and 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 and the reasons and conclusions on the issues(s) 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 the arbitrator 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 from which the grievance was filed.

2. All of the time limits contained in this Article 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 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. REPRIMAND, SUSPENSION & DISCHARGE

EXPEDITED ARBITRATION

1. The parties agree that nothing herein shall in any way prohibit the employer from reprimanding, suspending or discharging any employee, regardless of seniority, for just cause. Notice of reprimand, suspension, or discharge shall be served upon the PBA at the same time it is served upon the employee involved.

2. In the event an employee feels that the employee is being reprimanded, suspended or discharged unjustly, said employee shall have the rights afforded to the employee under *N.J.S.A.* Title 40A or the affected employee may file a grievance within fifteen (15) working days of the reprimand, suspension or discharge commencing at Step 3 of the procedure.

ARTICLE IX. HOURS OF WORK

1. The parties understand and agree that the standard weekly work schedule requires employee services continuously throughout the seven day week.

a. The patrol division shall work a three-on, three-off, twelve-hour work

schedule requiring 2190 hours per year; the tours of duty shall be from 7:00 a.m. to 7:00 p.m. and from 7:00 p.m. to 7:00 a.m.; shift rotations shall be on a monthly basis; officers attending a training session on a scheduled workday shall be credited with a full day's work regardless of the actual time spent at training and those attending on a scheduled day off shall be entitled to an alternate day off.

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

2. The Chief of Police 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.

a. "Emergency" as used herein shall include any unusual conditions caused by any circumstances or situation including shortages in the personnel of the police department or force caused by vacancies, sickness or injury, or by the taking of accrued vacation or sick leave or both, whereby the safety of the public is endangered or imperiled as shall be determined by the Chief of Police.

b. The limits and standards to be observed in determining such "emergency" include: (1) incidents caused by the employer shall be unintentional and of an accidental nature; (2) the emergency must involve a situation which threatens the health, safety and welfare of the public; (3) the emergency must be of limited time duration; and (4) any violation or suspension of contractual agreements must be limited only to the duration of the emergency.

3. The PBA 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 Chief of

Police and/or the Township Administrator, the Mayor, and the Township Committee within fourteen (14) working days from the date of receiving notice of the proposed changes or by the date of the regularly scheduled Township Committee meeting next following the 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.

ARTICLE X. OVERTIME

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

a. It is mutually understood, however, that compensatory time shall be granted when a minimum of twenty-four (24) hours' notice is given, and at the discretion of the Chief of Police as operational needs require, based on seniority. In the event of an emergency, less than twenty-four (24) hours' notice will be acceptable. The use of compensatory time shall be denied if it results in more than three (3) officers including Sergeants being off on compensatory, personal or vacation leave during the same shift.

b. The employer agrees that authorized overtime consisting of time and one-half shall be paid to all employees for hours worked in excess of the normal work day.

c. Both overtime cash and compensatory time will be given at the rate of one and one-half times the regular rate of pay; cash at one and one-half times the normal hourly rate and compensatory time at one and one-half times the hours worked.

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 Chief of Police, the Captain on duty, the Lieutenant on duty, the Sergeant on duty, or the senior officer on duty at the time.

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 the tour, to remain beyond the completion of the tour.

a. In accordance with this recognition, no overtime shall be paid for a thirty (30) minute period prior to the start of a tour or for a thirty (30) minute period beyond the termination of a tour.

b. In the event, however, an employee is required to report earlier than thirty (30) minutes prior to the commencement of a tour, or to remain beyond thirty (30) minutes after the end of a tour, the employee shall be paid the overtime rate for all time worked in excess of the normal work day.

4. Any employee called back for an 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 overtime rate as well.

5. A published overtime list of all members of the department shall be maintained by the Chief of Police and overtime shall be equally distributed, to the extent possible, on a rotating basis among the uniformed officers, except in emergency situations.

a. If an officer declines to perform overtime work, it shall be considered as if the officer 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. This loss of opportunity for overtime shall not apply to officers absent for reasons of vacation, personal day, compensatory time off or bereavement leave.

b. At no time shall uniform patrol services be suspended.

6. Monetary compensation for overtime worked shall be paid in the next following

paycheck if the overtime request is submitted by the Friday before the paycheck issued.

7. Employees shall submit for all overtime payment within thirty (30) days of the date the overtime is worked.

ARTICLE XI. SALARY

1. The salary guides shall be increased by 2.3% effective January 1, 2013, by 2.3% effective January 1, 2014 and 2.3% effective January 1, 2015. The salary increases shall be reflected in the salary guides attached hereto as Appendix A for officers hired prior to January 1, 1997 and Appendix B for those hired after January 1, 1997 but before January 1, 2013. A new salary guide for officers hired after January 1, 2013 is attached hereto as Appendix C.

2. Employees who are required to remain on-call for the department or county courts (via subpoena) shall be paid at the rate of one (1) compensatory day per week of on-call.

ARTICLE XII. PROBATIONARY EMPLOYEES

1. New officers 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.

2. The employer may discipline or discharge a probationary employee without being challenged by the PBA during the probationary period. There shall be no obligation to rehire a probationary employee in the event of discharge for any reason during the probationary period unless required by law or court order.

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

4. The probationary period may be extended in the discretion of the Chief of Police

with the consent of the Township Committee for a period not to exceed 90 days. An officer whose probationary status is extended and is thereafter made a permanent officer will be entitled to a salary increase retroactive to the date upon which the officer would have been entitled to the increase had his or her probationary period not been extended.

ARTICLE XIII. EDUCATIONAL INCENTIVE

1. The Chief of Police shall approve necessary schedule changes to permit employees covered hereunder to attend law enforcement courses, approved by the Chief, 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.

2. The employer shall reimburse the employee for all costs reasonably related to any college matriculated level degree program in police science/criminal justice, public business administration, accounting, sociology and psychology, including but not limited to tuition, registration, student fees, parking, books and publications. However, higher educational degrees shall not be limited by those listed and are valid if they will enhance the performance of the employee.

a. The Township of Raritan agrees to fund an account to reimburse all reasonable costs related to any college matriculated level degree program. The budget shall be \$5,000 for the years 2013, 2014 and 2015 respectively for the PBA and SOA combined.

b. The Township of Raritan shall grant reimbursement to employees based on seniority; rank of an officer does not overrule seniority.

c. The employee must have been employed by the Township for at least one year in order to be eligible for such reimbursement.

d. Notification to attend the program must be made in writing to the Chief of Police. Said notification shall include the estimated annual cost of the program and a certification that the course of study will lead to a degree.

e. In order to receive reimbursement, the employee must complete the course with a grade of "C" or better or satisfactorily complete the course if the course is ungraded.

f. Reimbursement shall be made upon proof of completion as required in Section 2(e) and the execution of a Township purchase order in accordance with Township procedures and State Law.

ARTICLE XIV. DEATH IN FAMILY

1. Every employee shall be granted leave with pay upon the death of a member of his/her 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, or other relative residing in the household---maximum of four (4) working days; for officers working the three-on, three-off, 12-hour work schedule---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 two (2) working days; for officers working the three-on, three-off, 12-hour work schedule---two (2) working days.

c. For death of spouse or child---maximum of twelve (12) working days; for officers working the three-on, three-off, 12-hour work schedule---eight (8) working days.

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

ARTICLE XV. PERSONAL DAYS

1. a. All employees hired prior to 01/01/1997 shall be granted four (4) days leave with pay for personal business during the calendar year.

b. All employees hired on or after 01/01/1997 shall be entitled to one (1) personal day the first year of employment, accruing one (1) additional personal day for each year of employment, up to a maximum of four (4) personal days; that is:

1 st year =	1 day
2 nd year =	2 days
3 rd year =	3 days
4 th year =	4 days

2. Employees are required to give same day notice to the Chief of Police, or the Chief's designee, of their requests for personal leave and the granting of personal leave shall not interfere with the efficient operation of the police department but shall not be unreasonably withheld. Personal days may not be used if the use of a personal day results in more than three (3) officers (including Sergeants) taking personal, compensatory or vacation time off on any one shift.

3. Effective January 1, 2013, personal days must be used in the year in which they are earned. All personal days carried over from previous years must be used on or before December 31, 2013.

4. An employee who retires or terminates employment in good standing shall be entitled to personal days for the current year prorated on the basis of one-twelfth of the personal day allowance for each month worked as of the date the separation becomes effective.

ARTICLE XVI. LEAVE OF ABSENCE

1. The employer agrees to grant a leave of absence, without pay, for a period of up to one (1) year, for personal reasons, upon thirty (30) days prior written notice given by the employee. Such leave shall be granted if it does not interfere with the efficient operation of the department but approval shall not be unreasonably withheld.

2. If, at the end of the approved leave, or at any time prior to the expiration of the full period, the employee wishes to return to employment, he/she will be immediately rehired and returned to duty at the rank and salary classification he/she would normally be at with no loss of seniority or other contractual benefits.

3. However, should the employer seek a replacement during the leave of absence, the employee shall be notified immediately and the option of returning before the end of the full period would have to be exercised at that time. Thereafter, an early return could only be accomplished by mutual agreement.

ARTICLE XVII. VACATIONS

1. All full time employees are authorized an annual vacation allowance with pay which accrues to each employee on a calendar basis as follows:

a. All employees hired prior to 01/01/2000:

<u>After Completion of Years of Service</u>	<u>Number of Vacation Days Allotted</u>
6 months (pro-rated)	1 per month
1 year	12 days
5 years	18 days
10 years	24 days
15 years	25 days

plus one (1) additional day for each year thereafter (i.e., 16 years = 26 days, 17 years = 27 days,

etc.) to a maximum of 35 days which shall coincide with 25 years of service except that current employees with more than 35 days shall continue to have that amount credited each year.

b. All employees hired on or after 01/01/2000:

<u>After Completion of Years of Service</u>	<u>Number of Vacation Days Allotted</u>
6 months (pro-rated)	1 per month
1 year	12 days
5 years	18 days
10 years	24 days
15 years	25 days
20 years	30 days

plus one (1) additional day for each year thereafter (i.e., 21 years = 31 days, 22 years = 32 days, etc.) to a maximum of 35 days which shall coincide with 25 years of service.

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 staffing needs of the police department permit.

a. In any case where the staffing needs of the department, as determined by the Chief of Police, do not allow an employee to take their full vacation allowance, said employee may either receive monetary payment at the straight time rate for those unused days, or the employee may be permitted to carry over into the next year those unused days; this is at the discretion of the employee. Employees must notify the Chief of Police, or the Chief's designee, by December 1st of the decision to carry over days or receive monetary payment.

b. In cases where payment is requested, that payment is to be made to the employee in the first pay period of the succeeding year.

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

3. Employees may take their vacation time in multiples of one (1) week or it may be

utilized in single day units.

a. For uniformed personnel that work a three-on, three-off, 12-hour work schedule, one week equals three (3) days.

b. For non-uniformed personnel, or those that work a five-on, two-off schedule, one week equals five (5) days.

4. Patrol Officers submitting a request(s) for time off shall be notified within seven (7) days from the date of submission whether the request is granted or denied and, if denied, the reason for the denial. No more than three (3) officers per shift (including sergeants) may use vacation, compensatory or personal time. When conflicts in choices of dates occur, preference will be governed by rank and then seniority within rank.

a. Whenever overtime is created by a patrol officer being granted a vacation request, the overtime slot(s) shall be posted on the board for officers to voluntarily sign up for the shift(s). This opportunity for overtime shall be posted at the same time that the vacation request is approved. Should a shift that was posted for overtime, caused by a patrol officer's vacation leave, remain vacant eight (8) hours prior to the shift, a mandatory overtime procedure could be implemented in accordance with paragraphs "b" and "c" below.

b. A patrol officer who is working the shift immediately prior to the overtime shift, may be ordered to work as long as this would not cause the officer to work more than sixteen (16) consecutive hours. This process would start with the most junior officer (least seniority time) in the department on the shift and continue to the most senior officer on the shift until a replacement could be found that would not violate the sixteen (16) consecutive hour maximum. If none can be found on the prior shift, the process would apply to the shift immediately following the overtime shift.

c. If the overtime shift remains open after all the working patrol officers were surveyed on both the prior and subsequent shifts for an eligible candidate, off-duty officers may be called in starting with the junior patrol officer as long as the mandatory overtime would not cause the officer to work more than sixteen (16) consecutive hours.

5. A permanent employee who retires, or terminates their 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 their vacation entitlement for each month worked as of the date their separation becomes effective.

ARTICLE XVIII. HOLIDAYS

1. The following fourteen (14) days are designated as "holidays" and shall be observed on the dates indicated by the observation of same by the State of New Jersey with the exception of the "Employee's Birthday" which shall be observed on that specific date:

New Year's Day	Columbus Day
President's Day	General Election Day
Good Friday	Veterans' Day
Easter Sunday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	Employee's Birthday

2. All employees shall have their holiday pay rolled into base pay for all purposes.

3. If an employee is absent prior to or following the holiday because of illness, the employer may request reasonable proof thereof.

4. Employees who work on an observed holiday shall receive additional compensation as follows:

a. Scheduled to Work a Regular Shift

First 8 Hours

Regular rate of pay for scheduled shift and
Compensatory time on an hour-for-hour basis or payment at
the employee's regular rate of pay, at the option of the employee.

Hours in Excess of 8 Hours

Double time and one-half for all overtime hours and
Compensatory time on an hour-for-hour basis or payment at the
employee's regular rate of pay, at the option of the employee.

b. Not Scheduled to Work a Regular Shift

First 8 Hours

Time and one-half for all overtime hours and
Compensatory time on an hour-for-hour basis or payment at the
employee's regular rate of pay, at the option of the employee.

Hours in Excess of 8 Hours

Double time and one-half for all overtime hours and
Compensatory time on an hour-for-hour basis or payment at the
employee's regular rate of pay, at the option of the employee.

c. Employees working the three-on, three-off, 12 hour work schedule shall
enjoy the same benefits, as described in paragraphs "a" and "b" above, except that 12 hours shall
apply.

ARTICLE XIX. SICK LEAVE

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 who is seriously ill requiring care or attendance of such employee.

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

resignation.

3. Sick leave for all employees shall be earned in the following manner:

a. One day for each month of service with the employer during the first year of employment.

b. Beginning with the second year of employment, fifteen (15) days per year and for each year thereafter.

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

d. Officers hired as patrol officers after January 1, 2013 who accumulate sick days upon leaving employment with the Township will only receive payment for any accumulated sick days in accordance with the law.

4. Any employee who is absent on sick leave for four (4) 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/her return to work, to be examined by a physician at the expense of the employer.

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

a. The employee will not be charged for sick leave, vacation leave, or personal leave during this absence.

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

6. Sick leave credits shall accrue from one year to the next with no limit.

7. The employer agrees to make a monetary reimbursement at fifty percent (50%) of the employee's prevailing daily rate of pay for each unused sick day, up to a maximum of 1,120 hours, at the time of the employee's retirement under the Police and Fire Retirement System (PFRS).

a. In the event of the death of an officer, the officer's estate shall receive the payments provided for in this section.

8. a. In certain hardship cases where an employee has exhausted all accrued sick time, other employees may donate their own accrued sick days for use by the affected employee. No more than two (2) sick days may be donated in a six-month period by any one employee.

b. Employees donating their sick days will do so in writing by affixing their signature to the proper form. Said form will be submitted to the Township Administrator and a copy sent to the Chief of Police, or the Chief's designee.

c. Each request to donate sick days will be handled on a case-by-case basis. Approval must be received from the Township Administrator which shall not be denied without proper cause.

ARTICLE XX. ACTING OFFICER

Any employee who shall have been directed by the Chief of Police, or the Chief's designee, to act in the capacity of a senior ranking officer for three (3) consecutive days in any

one (1) rotation of work days shall be compensated at that senior ranking officer's rate of pay for all such time.

ARTICLE XXI. UNIFORMS AND CLOTHING

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

2. All employees who are assigned to work in plainclothes shall receive an annual clothing allowance of one thousand two hundred dollars (\$1,200.00).

3. If assignment occurs after January 1, the amount of the clothing allowance shall be pro-rated on the basis of one-twelfth of the amount for each month worked as of the date the assignment becomes effective.

ARTICLE XXII. LEGAL DEFENSE

1. If an employee 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.

2. If the employee is not satisfied with counsel provided by the Township, he/she may retain private counsel in which event the Township shall make payment in full for any and all resulting legal fees and costs at the customary rates prevailing in the region for this type of defense.

3. The "prevailing rate" will be agreed upon at the time the employee retains such private counsel and, if no agreement can be reached, it will be determined by an outside agency. The affected employee will be responsible for paying any difference that may result between the private counsel rate and the determined prevailing rate.

ARTICLE XXIII. INSURANCE

1. The employer agrees to continue all insurance (medical, dental, prescription) currently in effect for employees, their spouses or partners and dependents. Employees shall pay a portion of their salary towards the premium of health care coverage in accordance with P.L. 2011 c. 78.

a. The prescription plan shall provide for a five dollar (\$5) co-pay for retail generic prescriptions and fifteen dollar (\$15) co-pay for retail brand name prescriptions for a thirty (30) day supply. Mail order prescriptions shall provide for a ten dollar (\$10) co-pay for generic prescriptions and a thirty dollar (\$30) co-pay for brand name prescriptions for a ninety (90) day supply.

b. The co-pay for doctor's office visits will be twenty dollars (\$20) for active employees. The co-pay for emergency room visits will be twenty-five dollars (\$25) for active employees.

2. Any employee who is injured in an accident arising out of or in the course of their 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.

a. 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 the employee is fit for duty. If the employee refuses to submit to such examination, payment under this section shall automatically terminate.

b. If the Township physician's diagnosis and prognosis is not reconciled with the employee's private physician, a third opinion will be sought from a physician mutually agreed to by the parties and the expense of such examination and consultation shall be shared

between the Township and the affected employee.

3. Employees shall execute and deliver to the employer a subrogation agreement relating to Worker's Compensation, temporary disability payments received by an employee while the employee is receiving a salary from the Township, and all checks received by the employee for temporary disability benefits, as stated above, shall be endorsed and delivered to the Township.

a. In the event of third party litigation, the affected employee shall be responsible for payment of any insurance liens or claims from the proceeds of such third party action without recourse to the Township for any reimbursement thereof.

4. The employer shall provide False Arrest Insurance for employees as has been provided in the past. The employer will also provide, on an annual basis, a copy of the binder of any other insurance coverage which may be applicable.

5. Any employee who retires pursuant to the Police and Fire Retirement System (PFRS) after twenty-five (25) years of service credited in the pension fund, with a minimum of twenty (20) years of service with the Township (in any full-time employment capacity whether or not continual service), or who retires at any point on a disability pension, shall continue to receive all health and medical benefits (including dependent coverage) provided by the Township for the remainder of his or her life with the premiums to be paid in accordance with P.L. 2011 c. 78 as long as the retiree lives anywhere in the United States (except that any retiree living outside the United States as of 7/15/2003 shall be grandfathered into the coverage). Upon the death of the employee, the employee's spouse (and eligible dependents) shall continue to receive all health and medical benefits provided by the Township for the remainder of the spouse's life with the premiums to be paid by the surviving spouse at the group rate established

for other retired employees.

ARTICLE XXIV. PROMOTIONS

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

2. If a newly created job or an open job exists within the unit covered by this Agreement 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 XXV. SAVINGS CLAUSE

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.

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

3. It is understood and agreed upon that, upon mutual consent of both the employer and the PBA, 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 this Agreement shall remain in full force.

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

modified by this Agreement, shall be continued.

ARTICLE XXVI. PERSONNEL FILES

1. Employees 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.

2. No document or report shall be placed in an employee's personnel file without prior notice to the employee. Employees may copy anything that is in their files.

3. In the case of derogatory material, the employee shall have the opportunity to affix their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such derogatory material and his answer shall be reviewed by the Chief of Police, or the Chief's designee, and attached to the file copy.

ARTICLE XXVII. EMPLOYEE RIGHTS DURING INVESTIGATION

1. When an employee is called to an "investigatory meeting" from which the employee can reasonably expect to receive discipline, the employee has a right to have union representation present.

2. In addition, the employee has a right to be notified, in advance, of the subject matter of an investigatory interview and be afforded the opportunity to confer with a union representative before the interview.

ARTICLE XXVIII. OUTSIDE EMPLOYMENT

1. Employees of the police department shall be permitted to contract work other than normal patrol duties and normal police work. Uniformed outside employment shall be contracted through the Chief of Police, and the Chief or the Chief's designee, shall equally distribute such work, to the extent possible, on a rotating basis among the employees.

2. Employees shall be paid for such contracted work, by separate check by the Township, immediately following the contractor's payment to the Township for said work.

3. The outside employment rate paid to the employee shall be \$75.00 per hour regardless of seniority or rank effective upon ratification of the Agreement.

ARTICLE XXIX. REPRESENTATION FEE

If an employee does not become a member of the PBA during any membership year, (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the PBA for that membership year. This fee shall be the maximum allowed by law.

1. Notification. Prior to March 1 of each year, the PBA will submit to the employer a list of those employees who have neither become members of the PBA for the then current membership year nor paid directly to the PBA the full amount of the representation fee for that membership year. The employer will deduct from the salaries of such employees, in accordance with Section 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the PBA.

2. Payroll Deduction Schedule. The employer will deduct the representation fee in equal installments, as nearly as possible, from the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. Ten (10) days after receipt of the aforesaid list by the employer; or
- b. Thirty (30) days after the employee begins employment in a bargaining unit position.

3. Termination of Employment. If an employee who is required to pay a

representation fee terminates employment with the employer before the PBA has received the full amount of the representation fee to which it is entitled under this Article, the employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics of Deduction and Transmission of Fees. Except as otherwise provided in this Article, the mechanics for the deductions of representation fees and the transmission of such fees to the PBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the PBA.

5. Changes. The PBA will notify the employer, in writing, of any changes in the list provided for in Section 1 above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the employer receives said notice.

6. New Employees. At the time that the employee is officially notified of his or her appointment, in writing, a copy of said letter will be sent to the PBA.

ARTICLE XXX. MISCELLANEOUS

1. Out-of-Pocket Expenses. Upon receiving prior approval by the Chief of Police, employees shall be reimbursed for out-of-pocket expenses incurred in connection with the performance of official duties. Payment shall be made within fifteen (15) days of submission of a voucher on the following basis:

a. Mileage. Twenty-nine cents (\$0.29) per mile computed to and from Raritan Township Police Headquarters when using employee's own vehicle. (This shall not be construed to cover the use of employee's vehicle in reporting for or leaving duty).

b. Tolls, Parking Fees, Lodging. Reimbursement of reasonable expenses

incurred for tolls, parking fees and lodging shall be made by the employer upon presentation of validated receipts.

c. Meals. Any officer on duty for sixteen (16) consecutive hours will be entitled to a five dollar (\$5.00) meal allowance.

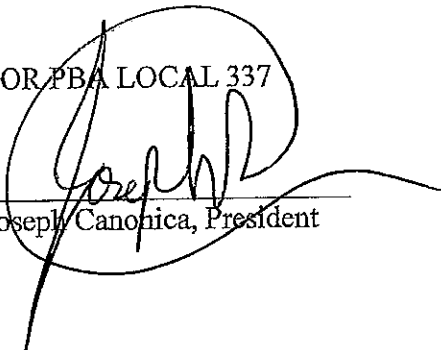
2. Bulletin Board. The PBA shall have the use of a bulletin board at police headquarters for posting of notices relating to Union meetings, official business, social functions, news items and other related items. No defamatory or malicious writing of any nature whatsoever shall be placed on the PBA bulletin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

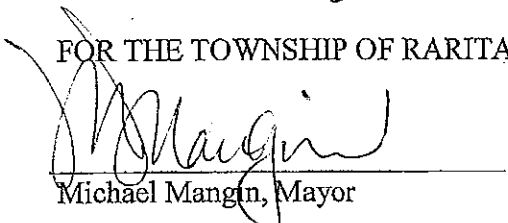
3. Dues Check Off. The employer agrees to make a bi-weekly deduction from the employee's paycheck at the request of the employee. Such deductions will be used to pay for said employee's PBA dues. Such deductions will be turned over to the PBA on a monthly basis. The amount to be deducted from each paycheck will be one-half (1/2) of the employee's monthly dues.

ARTICLE XXXI. DURATION OF AGREEMENT

This Agreement shall be effective from 01/01/2013 through 12/31/2015 and shall continue in full force and effect until a successor agreement is signed.

IN WITNESS WHEREOF, the PBA and the Township have caused this Agreement to be signed by their duly authorized representatives on this 20th day of August, 2013.

FOR PBA LOCAL 337

Joseph Canonica, President

FOR THE TOWNSHIP OF RARITAN

Michael Mangin, Mayor

APPENDIX A

**SALARY SCALE FOR PATROL OFFICERS PBA 337
HIRED PRIOR TO 1/1/1997
INCLUDES 2.3% INCREASE PER YEAR 2013, 2014, 2015**

<u>Step</u>	<u>Years of Service</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
P7	After 15	\$106,555	\$109,005	\$111,513
P8	After 20	\$107,551	\$110,025	\$112,555

APPENDIX B

**SALARY SCALE FOR PATROL OFFICERS PBA 337
HIRED AFTER 1/1/1997 TO 12/31/12
INCLUDES 2.3% INCREASE PER YEAR 2013, 2014, 2015**

<u>Step</u>	<u>Years of Service</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
P6	After 5	\$103,567	\$105,950	\$108,386
P7	After 10	\$104,563	\$106,968	\$109,428
P8	After 15	\$105,559	\$107,987	\$110,471
P9	After 20	\$106,555	\$109,005	\$111,513
P10	After 24	\$107,551	\$110,025	\$112,555

APPENDIX C

**SALARY SCALE FOR PATROL OFFICERS PBA 337
HIRED AFTER 12/31/12
INCLUDES 2.3% INCREMENT BEGINNING AT P6**

<u>Step</u>	<u>Years of Service</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
P1	Start	\$40,000	\$40,000	\$40,000
P2	After 1	\$47,505	\$47,505	\$47,505
P3	After 2	\$55,010	\$55,010	\$55,010
P4	After 3	\$62,515	\$62,515	\$62,515
P5	After 4	\$70,020	\$70,020	\$70,020
P6	After 5	\$77,525	\$79,308	\$81,132
P7	After 6	\$85,030	\$86,986	\$88,986
P8	After 9	\$92,535	\$94,663	\$96,841
P9	After 14	\$100,040	\$102,341	\$104,695
P10	After 19	\$107,551	\$110,025	\$112,555