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18-16

EMPLOYMENT AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 1972,  
by and between the BOROUGH OF RARITAN, in the County of Somerset,  
maintaining its seat of government at 16 Anderson Street, in the Borough  
of Raritan, in the County of Somerset and State of New Jersey, and THE  
PATROLMEN OF THE BOROUGH OF RARITAN POLICE DEPARTMENT  
(hereinafter sometimes referred to as "Patrolmen");

WITNESSETH THAT:

WHEREAS, the Mayor and Council of the Borough of Raritan have  
negotiated with representatives of the Patrolmen in accordance with the  
provisions of R.S. 34:13A-1 et seq.; and

WHEREAS, the parties have agreed upon the salaries and other  
compensation to be paid to the Patrolmen for the calendar years 1972 and  
1973, as well as benefits and grievance procedure;

NOW, THEREFORE, in consideration of the premises, the Borough  
of Raritan hereby employs, and the Patrolmen hereby accept said employ-  
ment, upon the following terms:

1. The annual base salary scales for the Patrolmen for calendar years  
1972 and 1973 shall be as follows:

	<u>1972</u>	<u>1973</u>
Patrolman:		
First year	\$8,181.00	\$8,549.00
Second year	8,981.00	9,349.00
Third year	9,681.00	10,049.00
Fourth year and Subsequent years	10,481.00	10,953.00

2. In addition to the annual base salaries fixed in paragraph 1 hereof  
for calendar year 1972 and as part of his annual salary for calendar year  
1972, any Patrolman who has served for more than five years, but less  
than ten years, shall receive an amount equivalent to two per cent of his  
annual base salary; any Patrolman who has served ten years or more,  
but less than fifteen years, shall receive an amount equivalent to three per  
cent of his annual base salary; any Patrolman who has served for fifteen  
years or more shall receive an amount equivalent to four per cent of his  
annual base salary.

3. In addition to the annual base salaries fixed in paragraph 1 hereof for calendar year 1973 and as part of his annual salary for calendar year 1973, any Patrolman who has served for more than five years, but less than ten years, shall receive an amount equivalent to two per cent of his annual base salary; any Patrolman who has served ten years or more, but less than fifteen years, shall receive an amount equivalent to four per cent of his annual base salary; any Patrolman who has served for fifteen years or more shall receive an amount equivalent to six per cent of his annual base salary.

4. A Patrolman shall be compensated for all time worked in excess of his regular shift at the rate of one and one-half times his regular hourly salary rate; provided, however, that this provision shall not apply to time expended by a Patrolman assigned as an Investigator or a Narcotics Investigator.

5. Each Patrolman shall be paid for 12 holidays at his regular daily salary rate, payable on the first days of June and December.

6. A Patrolman shall be entitled to an annual paid vacation on the following basis:

<u>Completed Employment</u>	<u>Vacation Time</u>
6 months to 1 year	1 week
1 year to 7 years	2 weeks
8 years to 17 years	3 weeks
18 years to 22 years	4 weeks
23 years or over	5 weeks

One week vacation time is equivalent to the length of the shift worked by the Patrolman. Vacation time may not be accumulated, and compensation will not be allowed in place of vacation time; provided, however, that the Borough Council, for good cause, may grant exceptions.

7. In all cases of reported illness or disability, the Borough reserves the right to have a physician designated by the Borough examine and report on the condition of the Patrolman. A Patrolman on sick leave who receives weekly payments under Workmen's Compensation, shall be entitled to an amount, which, together with the compensation payments, equal his regular weekly wages.

8. In the event of a death in the family of a Patrolman, i. e., spouse, child, grandchild, parent, brother or sister, grandparent, parent-in-law, son-in-law or daughter-in-law, niece or nephew, sister-in-law or brother-in-law, or the death of a person who resides with the Patrolman, said Patrolman shall be entitled to a three (3) day leave of absence with pay.

9. A Patrolman shall be credited with one (1) paid personal day for each six (6) months of continuous employment; provided, however, that the maximum number of personal days which may be accumulated shall be two (2). A Patrolman may request that a reported absence from work be charged against his accumulated personal days.

10. Each Patrolman shall receive an annual uniform allowance of \$150.00.

11. A Patrolman appearing before any municipal court as part of his duties outside his assigned duty hours shall be compensated at his regular hourly salary rate.

12. Appearance by a Patrolman, as part of his duties, before any grand jury or at any County, Superior or Supreme Court proceedings, except a civil action, shall be governed by N.J.S. 40A:14-135.

13. The salaries and other compensation of Patrolmen shall be paid bi-weekly.

14. Grievance Procedure shall be as set forth in the proposed Borough Personnel Ordinance, a copy of which procedure is attached hereto as Schedule A and made a part hereof.

15. The salaries, other compensations and benefits provided for in this Employment Agreement shall be retroactive to January 1, 1972, except paragraph 11 which shall be retroactive to September 1, 1972.

16. This Employment Agreement and the employment relationship created hereunder shall remain in full force and effect until midnight, December 31, 1973.

IN WITNESS WHEREOF, this Employment Agreement has been executed on behalf of the Borough by the Mayor and attested by the Clerk and has been

executed on behalf of The Patrolmen of the Borough of Raritan Police Department by their duly appointed contract representatives.

BOROUGH OF RARITAN

By \_\_\_\_\_  
Pat Di Paolo  
Mayor

Attest:

\_\_\_\_\_  
Nicholas M. Esposito  
Clerk

Executed in the Presence of:

THE PATROLMEN OF THE  
BOROUGH OF RARITAN POLICE  
DEPARTMENT:

\_\_\_\_\_  
Daniel C. Soriano, Jr.  
Borough Attorney, Borough of Raritan

By \_\_\_\_\_ (L. S.)  
Joseph Sferra

By \_\_\_\_\_ (L. S.)  
James Sibilia

SCHEDULE A

GRIEVANCE PROCEDURE

1. If an employee has a grievance he shall first present same to his immediate supervisor, or, in the case of a member of the Police Department, to his immediate superior officer.

2. If his grievance is not resolved to his satisfaction, the employee shall then present his grievance to the head of his Department.

3. If still not resolved to his satisfaction, the employee shall present same to the Borough Administrator. After discussing the grievance with the Department Head involved, the Administrator shall prepare a written report of the grievance and shall deliver the report to the Chairman of the Councilmatic Committee having control over the Department involved.

4. The grievance shall be reviewed by the full Committee for such action as it deems warranted.

5. If the employee is aggrieved by the action taken by the Committee, he shall have the right to present his grievance to the Borough Council by so notifying the Administrator.