

**PREAMBLE**

This Agreement made as of this   2nd   day of   October   2003 by and 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 Policemen’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 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 PBA.

**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 patrolmen (including detectives with the rank of patrolman) employed by the Township and specifically excludes the Chief of Police, Captains, Lieutenants and Sergeants and also excluding special school guards, special officers and clerical employees.

## **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 policemen to bring the department to its proper effectiveness.

2. The Township shall permit members of the PBA negotiating committee (not to exceed (1)), to attend collective negotiating meetings, during the duty hours of the members without loss of pay, provided the conducting 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.

3. The Township agrees to grant a maximum of one (1) day per month off, 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 PBA meetings shall provide his own transportation and shall not use police department vehicles unless instructed otherwise by the employer.

## **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 obligation.

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.

#### **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.

#### **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.

## **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 modification 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 his designee. If any employee(s) believe 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 his designee, the employer shall have the right to take disciplinary action subject to the right of the employee(s) to seek redress under *NJSA*, Title 40A or the grievance procedure set forth herein.

## **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 his designee, shall present and discuss the grievance(s) orally with the chief of police, or his 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 his 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 his 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 his 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 his 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 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 of 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 issue(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 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 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.

## **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 he is being reprimanded, suspended or discharged unjustly, said employee shall have all the rights afforded him under *NJSA*, 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.

## **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.

2. A new work schedule for the patrol division shall be initiated as soon as feasible after the execution of the successor agreement, but not later than July 15, 2003, if possible, in accordance with the following:

a. The patrol division shall work a 3x3 (12 hr.) work schedule requiring 2190 hours per year as opposed to the current 1947 hours per year (an increase of 243 hours); the tours of duty shall be from 7:00 am – 7:00 pm and from 7:00 pm -7:00 am; shift rotations shall be on a monthly basis; and 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. Time off benefits (sick, vacation, and personal days) shall be granted day-for-day accounting for the use of approximately 155 of the extra hours. The PBA will relinquish the remaining approximately 88 extra hours per year as long as the new 3x3 (12 hr.) work schedule remains in effect. There shall be an eighteen (18) month trial period for the new work schedule. If the Township wishes to revert back to the current 6x3 (8 hr.) work schedule during that time, it must show just cause for the change (i.e, overtime hardship).

c. The employer agrees that the patrol shift should have a minimum of two (2) men per shift working and will expend every effort to accomplish same. Each employee shall rotate to the above shifts each month at the completion of his three-day work week.

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

3. 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.

4. 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 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.

## **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 (24) hours notice will be acceptable.

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 norm: 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 man 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 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. 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.

## **XI. SALARY**

1. The salary guides shall be increased by 3.0% for 2003, by 4.0% for 2004, and 4.0% for 2005 as set forth below:

a. For those employees hired prior to 01/01/97:

<u>Step</u>	<u>2003 (3.0%)</u>	<u>2004 (4.0%)</u>	<u>2005 (4.0%)</u>
R1	\$43,170	\$44,897	\$46,693
R2	44,542	46,324	48,177
P1	48,059	49,981	51,980
P2	56,283	58,535	60,876
P3	66,456	69,114	71,878

(R1= New Hire; R2= 6 Mos./Trained; P1= 2<sup>nd</sup> Year, Etc.)

b. For employees hired on or after 01/01/97:

<u>Step</u>	<u>2003 (3.0%)</u>	<u>2004 (4.0%)</u>	<u>2005 (4.0%)</u>
R	\$43,170	\$44,897	\$46,693
P1	44,542	46,324	48,177
P2	50,020	52,021	54,102
P3	55,497	57,717	60,026
P4	60,977	63,416	65,953
P5	66,456	69,114	71,878

(R= New Hire; P1= 6 Mos./Trained; P2= 2<sup>nd</sup> Year, Etc.)

2. In addition to the above annual base salary, each employee shall be paid a longevity increment as of his/her anniversary date upon the attainment of the requisite years of experience as set forth in the schedule below. Disbursements will be made pro-rata in the regular paychecks, with regular pension deductions made, and all hourly and daily rates shall be calculated on the combined total of base salary (which includes the fourteen [14] paid holidays) plus longevity pay.

<u>a. After No. of Years</u>	<u>Longevity Percent</u>
5 Years	4%
7 Years	5%
10 Years	6%
15 Years	7%
20 Years	8%

b. Employees hired after 01/01/97 shall receive the same longevity percentage increments, however, the years to receive said increments will be 5, 10, 15, 20 and 24 respectively.

3. 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.

## **XII. PROBATIONARY EMPLOYEES**

1. 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.

2. The employer may discipline or discharge a probationary employee without being challenged by the PBA and there shall be no obligation to such probationary employee for re-employment or otherwise in the event of discharge.

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 upon mutual consent of the parties.

## **XIII.A EDUCATIONAL INCENTIVE**

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

a. An employee shall receive six dollars (\$6.00) per college credit hour earned up to a maximum of one hundred-fifty (150) hours. All current employees receiving this incentive will continue to do so. As of July 1, 1994 all other current employees who pursue college credits will have to meet the criteria of Section 3 of this Article. All new employees having college credits or pursuing college credits will also have to meet the criteria of Section 3 of this Article.

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

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

2. 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.

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

b. 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.

c. 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.

d. Reimbursement shall be made upon proof of completion as required in Section 3.c and the execution of a Township purchase order in accordance with Township procedures and State Law.

### **XIII.B VETERAN'S BONUS**

1. Any employee who has served on active duty in the U.S. Military, for at least six (6) months, shall receive an annual bonus from the employer as detailed in Section 2 below, provided he/she satisfies one of the following requirements: (1) was discharged under honorable conditions; (2) is recommended for an upcoming discharge under honorable conditions; or (3) is currently serving in the U.S. Military as an active reservist.

2. The veteran's bonus rate shall be eleven dollars (\$11.00) for each month of active duty service, with a maximum of 72 months of service.

3. The employee shall provide the employer with copies of his/her DD-214, Military Discharge, or other paperwork necessary to establish his/her eligibility and active duty service.

4. The veteran's bonus shall be paid on the first pay period of September each year.

5. In the event an employee is eligible for both a veteran's bonus and an educational incentive, only one of these two bonus amounts shall be allowed. It shall be the employee's option which one of the two he/she shall receive.

#### **XIV. DEATH IN FAMILY**

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

a. For death of father, mother, sister, brother, or other relative residing in the household—maximum of four (4) working days; for officers working the 3x3 (12 hr.) 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 3x3 (12 hr.) work schedule—two (2) working days.

c. For death of spouse or child—maximum of twelve (12) working days; for officers working the 3x3 (12 hr.) work schedule—eight (8) working days.

2. The aforementioned time limits pertaining to this Article may be extended upon mutual consent of both parties. Also, should the 3x3 (12 hr.) work schedule be changed, employees would be eligible for the original number of bereavement days.

#### **XV. PERSONAL DAYS**

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



b. All employees hired on or after January 1, 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<sup>st</sup> year = 1 day

2<sup>nd</sup> year = 2 days

3<sup>rd</sup> year = 3 days

4<sup>th</sup> year = 4 days.

2. Employees are required to give same day notice to the chief of police, or his 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.

3. Personal leave days may be carried over to the following year only and must be utilized before the current year's allotment.

## **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.

## **XVII. VACATIONS**

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

a. All employees hired prior to January 1, 2000:

<u>After Completion of Years of Service</u>	<u>No. of Vacation Days Allotted</u>
6 mos. (pro-rated)	1 per month
1 year	12 days
5 years	18 days
10 years	24 days
15 years	25 days

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 January 1, 2000:

<u>After Completion of Years of Service</u>	<u>No. of Vacation Days Allotted</u>
6 mos. (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 manpower needs of the police department permit.

a. In any case where the manpower needs of the department, as determined by the chief of police, do not allow an employee to take his full vacation allowance, said employee may 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. Employees must notify the chief of police by December 1<sup>st</sup> 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 3 days on, 3 days off schedule, one week equals three (3) days.

b. For non-uniformed personnel, or those that work a 5 days on, 2 days off schedule, one week equals five (5) days.

4. Patrolmen 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. Additional patrolmen working the same shift shall be granted their vacation requests provided that no more than one (1) day of scheduled overtime (which shall revert back to the current two (2) days should the new 3x3, 12-hr., work schedule be changed in the future) is incurred. Overtime created by special details, training, or desk coverage will not count as the one overtime per shift. 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 patrolman 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 patrolman'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 patrolman, 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 man (least seniority time) in the department on the shift and continue to the most senior man 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 remained open after all the working patrolmen were surveyed on both the prior and subsequent shifts for an eligible candidate, off-duty officers may be called in starting with the junior patrolman as long as the mandatory overtime would not cause him to work more than sixteen (16) consecutive hours.

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 prorated on the basis of one-twelfth (1/12) of his vacation entitlement for each month worked as of the date his separation becomes effective.

### **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. Lump sum payments for holidays shall be discontinued (upon the execution of the 2003-2005 contract) and, instead, 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, due to illness, the employer may request reasonable proofs 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 3x3 work schedule shall enjoy the same benefits, as described in paragraphs "a" and "b" above, except that 12 hours shall apply.

## **XIX. SICK LEAVE**

1. Sick leave is the absence of an employee from work because of illness, accident, and 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.

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. 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 (1) 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 a leave without pay.

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 have 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.

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.

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 150 days or a maximum of 1200 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 his 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.

## **XX. ACTING OFFICER**

Any employee who shall have been directed by the chief of police, or his designee, to act in the capacity of a senior ranking officer for any five (5) days in any two (2) consecutive shifts shall be compensated at that senior ranking officer's rate of pay for all such time.

## **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 dollars (\$1000).

## **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 or 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 for any difference that may result between the private counsel rate and the determined prevailing rate.

### **XXIII. INSURANCE**

1. The employer agrees to continue all insurances currently in effect upon the signing of this Agreement, for employees and their dependents, at the same levels of coverage enjoyed under the custom U.S. Healthcare Patriot V and X Plan, the Delta Dental Plan, and the Bollinger Prescription Plan. The Bollinger Prescription Plan co-pay will be increased (on or after the implementation of the new work schedule) to \$5 for a generic drug, \$15 for a name brand drug, and \$0 for a mail order drug.

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.

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 he 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 Workman's Compensation, temporary disability payments received by an employee while he 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 by the Township as long as the retiree lives anywhere in the United States (except that any retiree living outside the United States as of July 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.

#### **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.

#### **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 the 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.

## **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 his 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 his designee, and attached to the file copy.

## **XXVII. EMPLOYEE RIGHTS DURING INVESTIGATIONS**

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

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.

## **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 his 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.

a. The rate for work performed for Raritan Township School districts will be thirty-five dollars (\$35) per hour. Said rate applies only if work is performed on school premises.

b. The rate for all other work will be at the rate of thirty-five dollars (\$35) per hour but the rate shall be the officer's overtime rate if that is higher than the thirty-five dollar (\$35) minimum.

c. In addition, there will be a Township administrative fee of eight dollars and sixty cents (\$8.60) per hour for schools and eight dollars and eighty-three cents (\$8.83) per hour for all others. The Township shall notify the PBA of any proposed change in this fee with said change being mutually agreed upon by both parties.

## **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 paychecks 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. 10 days after receipt of the aforesaid list by the employer; or

b. 30 days after the employee begins his employment in a bargaining unit position.

3. Termination of Employment. If an employee who is required to pay a representation fee terminates his 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 deduction 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 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.

### **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 (\$.29) 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.)

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) meal allowance.

2. Bulletin Board. The PBA shall have the use of a bulletin board at police headquarters for posting of notices relating to PBA 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.

### XXXI. DURATION OF AGREEMENT

This Agreement shall be effective from January 1, 2003 through December 31, 2005 and shall continue in full force and effect until a successor agreement is signed. All salaries and benefits as set forth herein shall be retroactive to January 1, 2003, notwithstanding the date of execution hereof, for all employees employed during the contract period.

IN WITNESS WHEREOF, the PBA and the Township have caused this Agreement to be signed by their duly authorized representatives on this 2nd day of October 2003.

TOWNSHIP OF RARITAN:

RTPBA LOCAL NO. 337:

\_\_\_\_\_  
John Seramba, Mayor

\_\_\_\_\_  
Ptl. Michael Dendis, President

\_\_\_\_\_  
Dominick Mazzagetti, Deputy Mayor

\_\_\_\_\_  
Det. Brian Griffiths, Vice President

ATTEST:

\_\_\_\_\_  
Allan D. Pietrefesa, Administrator

**COLLECTIVE BARGAINING AGREEMENT**

**2003-2005**

**BETWEEN**

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**TOWNSHIP OF RARITAN  
-AND-  
RARITAN TOWNSHIP PBA LOCAL 337**

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**ABRAMSON & LIEBESKIND ASSOCIATES**

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**Fax (732) 695-1504**

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**Tel. (973) 467-5111**

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