

**COLLECTIVE BARGAINING AGREEMENT**

**January 1, 2013 - December 31, 2015**

**Between**

**TOWNSHIP OF RARITAN**

**and**

**RARITAN TOWNSHIP SUPERIOR OFFICERS ASSOCIATION PBA LOCAL 337A**

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**PREAMBLE**

This Agreement made as of this 20<sup>th</sup> 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 Superior Officers Association, Local No. 337A (hereinafter the "SOA" 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 SOA.

**ARTICLE I. RECOGNITION**

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

**ARTICLE II. CONDUCTING UNION BUSINESS**

1. The Township shall permit members of the SOA 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 SOA 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 SOA to attend PBA and/or SOA 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 and/or SOA 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 SOA 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 SOA within the time limit set forth in Step 1, the SOA 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 SOA 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 SOA 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 SOA 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 SOA within the time limit set forth in Step 3, the grievance shall be presented, in writing, by the SOA 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 SOA 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 SOA 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 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 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 SOA at the same time it is served upon the employee involved.

2. In the event an employee feels that they are being reprimanded, suspended or discharged unjustly, said employee shall have all 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.

2. Sergeants of 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; 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.

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

b. Lieutenants shall work hours 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 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 SOA 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. The three (3) officer rule set forth herein does not apply to Lieutenants.

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 guide for Lieutenants is attached hereto as Appendix A. The salary guide for Sergeants hired as patrol officers prior to January 1, 1997 is attached hereto as Appendix B. The salary guide for Sergeants hired as patrol officers after January 1, 1997 but before 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. 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 SOA and PBA 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 XIII. 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 XIV. 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 <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 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. The three (3) officer rule set forth herein does not apply to Lieutenants.

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 XV. 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 XVI. VACATIONS

1. All full time employees are authorized an annual vacation allowance with pay which shall accrue 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 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 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. The employer shall have the right to determine the scheduling of an employee's vacation. The employer agrees to give reasonable consideration to an employee's wishes in this regard. When conflicts in choice of dates occur, preference will be governed by seniority insofar as effective staffing requirements permit. A total of three (3) police officers, including Sergeants, may use vacation, compensatory or personal time on each shift. The three (3) officer rule set forth herein does not apply to Lieutenants.

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 prorated 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 XVII. 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  
President's Day

Columbus Day  
General Election Day

Good Friday  
Easter Sunday  
Memorial Day  
Independence Day  
Labor Day

Veterans' Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas 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 XVIII. 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 XIX. 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 XX. 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, and all employees in the rank of lieutenant, 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 XXI. 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 XXII. INSURANCE**

1. The employer agrees to continue all insurances (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 XVIII 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. a. 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.

b. In the event that the employer adopts an early retirement incentive program in accordance with State Law, any employee who is eligible for and elects to retire under this program shall be eligible for all health and medical benefits for the remainder of his life in accordance with paragraph (a) of this section insofar as the legislation permits.

### **ARTICLE XXIII. 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 XXIV. 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 SOA 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 SOA, 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 XXV. 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 XXVI. 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 XXVII. 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 XXVIII. REPRESENTATION FEE**

If an employee does not become a member of the SOA 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 SOA for that membership year. This fee shall be the maximum allowed by law.

1. Notification. Prior to March 1 of each year, the SOA will submit to the

employer a list of those employees who have neither become members of the SOA for the then current membership year nor paid directly to the SOA 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 SOA.

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 SOA 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 SOA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the SOA.

5. Changes. The SOA 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 SOA.

#### ARTICLE XXIX. 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 SOA 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 SOA bulletin board and the SOA 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.

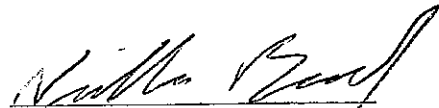
**ARTICLE XXX. DURATION OF AGREEMENT**

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 SOA and the Township have caused this Agreement to be signed by their duly authorized representatives on this 20<sup>th</sup> day of

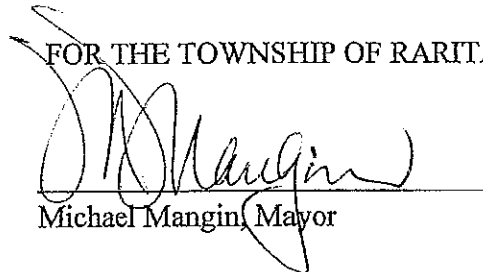
August 2013.

FOR PBA LOCAL 337A



Nicklas Buck, Representative

FOR THE TOWNSHIP OF RARITAN



Michael Mangin, Mayor

**APPENDIX A**

**SALARY SCALE FOR LIEUTENANTS PBA 337A  
INCLUDES 2.3% INCREASE FOR 2013, 2014, AND 2015**

<u>Step</u>	<u>Years of Service</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
L1	Start	\$130,116	\$133,109	\$136,171
L2	After 20 years	\$134,020	\$137,103	\$140,256
L3	After 24 years	\$135,321	\$138,434	\$141,618



**APPENDIX B**

**SALARY SCALE FOR SERGEANTS PBA 337A  
HIRED AS A PATROFFICER PRIOR TO 1/1/97  
INCLUDES 2.3% INCREASE FOR 2013, 2014, AND 2015**

<u>Step</u>	<u>Years of Service</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
S1	Start	\$110,526	\$113,068	\$115,669
S2	After 5	\$114,947	\$117,591	\$120,295
S3	After 7	\$116,052	\$118,721	\$121,452
S4	After 10	\$117,158	\$119,852	\$122,609
S5	After 15	\$118,263	\$120,983	\$123,765
S6	After 20	\$119,368	\$122,113	\$124,922

APPENDIX C

**SALARY SCALE FOR SERGEANTS PBA 337A  
HIRED AS A PATROLMAN AFTER 1/1/97  
INCLUDES 2.3% INCREASE FOR 2013, 2014, AND 2015**

<u>Step</u>	<u>Years of Service</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
S1	Start	\$110,526	\$113,068	\$115,669
S2	After 5	\$114,947	\$117,591	\$120,295
S3	After 10	\$116,052	\$118,721	\$121,452
S4	After 15	\$117,158	\$119,853	\$122,609
S5	After 20	\$118,263	\$120,983	\$123,766
S6	After 24	\$119,368	\$122,113	\$124,922