

April 19, 2010

AGREEMENT

BETWEEN

BOROUGH OF RARITAN
SOMERSET COUNTY, NEW JERSEY

AND

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL #82

JANUARY 1, 2010 THROUGH DECEMBER 31, 2010

LAW OFFICES OF:

RUDERMAN & GLICKMAN, P.C.
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PREAMBLE

A. This Agreement, effective as of the first day of January, 2010 by and between the Borough of Raritan, New Jersey, hereinafter, referred to as the "Borough", and New Jersey State Policemen's Benevolent Association, Local 82, or other representative Association which may be unanimously agreed upon by members of The Borough of Raritan Police Department during the time of the Agreement, hereinafter referred to as P.B.A., i.e. designed to maintain and promote a harmonious relationship between the Borough and such of its employees who are within the bargaining unit defined in Article I hereof in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

A. The Borough hereby recognizes the P.B.A., as exclusive majority representative within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. for collective negotiations concerning salaries, hours of work and other terms and conditions of employment for all police officers employed by the Borough, excluding the Chief of Police.

B. Unless otherwise indicated, the terms "police officer," "employee" or "employees" wherever used in this Agreement refer to all persons represented by the P.B.A. in the above-defined bargaining unit.

C. The Borough reserves the right herein to apply to the Public Employment Relations Commission to determine an appropriate bargaining unit under R.S. 34:13A-6(d).

ARTICLE II

POLICEMEN'S RIGHTS

A. The Borough hereby agrees that every police officer shall have the right to organize, join and support the P.B.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The Borough agrees it shall not directly or indirectly or deprive or coerce or discourage any police officer in the enjoyment of any rights, privileges or benefits conferred upon police officers by the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A1.1 et seq., or other Laws of the State of New Jersey or the Constitutions of the State of New Jersey or the United States. The Borough further agrees that it shall not discriminate against any police officer with respect to hours, wages or any terms or conditions of the employment by reason of his membership in the P.B.A. and its affiliates; participation in any activities of the P.B.A. and institution of any grievance, complaint or proceedings under this Agreement; or otherwise with respect to the terms or conditions of employment.

ARTICLE III

SALARIES

A. Commencing retroactive to January 1, 2010, the base salaries for police officers shall be as follows:

Probationary Patrol Officer:	\$ 43,491
Commencing <u>1st Year Patrol Officer:</u>	\$ 50,391
Commencing <u>2nd Year Patrol Officer:</u>	\$ 57,293
Commencing <u>3rd Year Patrol Officer:</u>	\$ 64,194
Commencing <u>4th Year Patrol Officer:</u>	\$ 71,094
Commencing <u>5th Year Patrol Officer:</u>	\$ 77,995
Commencing <u>6th Year Patrol Officer:</u>	\$ 84,897
Detective:	\$ 89,598
Sergeant/Detective Sergeant:	\$ 90,756
Lieutenant:	\$ 96,673
Captain:	\$103,081

C. As in the past, salaries and other compensation shall be paid bi-weekly.

D. 1. The position of Detective is recognized as an assignment. The Borough reserves the right to promote an officer to the rank of Detective.

2. Officers assigned to the Detective Bureau shall no longer be entitled to any compensation while "on-call" as long as the current restrictions applicable to "on-call" Detectives remain unchanged.

3. Any officer assigned to the Detective Bureau who is receiving the salary for top step Patrol Officer will receive the salary of a Detective as listed above for as long as the Patrol Officer is assigned as a Detective. The difference between the respective Patrol Officer's salary and the Detective's salary will be paid in equal bi-weekly installments as a stipend and will not be pensioned.

4. Any officer assigned to the Detective Bureau who is not receiving the salary for top step Patrol Officer will receive the difference between "top Patrol Officer's salary" and the salary of a Detective as listed above for as long as the Patrol Officer is assigned as a Detective. The difference between the respective Patrol Officer's salary and the Detective's salary will be paid in equal bi-weekly installments as a stipend and will not be pensioned.

5. Both the Detective's salary and stipend will be used to calculate the Detective's overtime rate.

ARTICLE IV

HOLIDAYS AND PERSONAL DAYS

A. 1. Each police officer shall receive twelve (12) days pay for the following Holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

2. Effective January 1, 2003, the holidays benefit shall be paid in equal installments along with the regular payroll and shall be used in all calculations.

B. In the event any employee shall be assigned to work on Christmas Day and/or Thanksgiving Day, such employee shall be paid at the rate of time and one-half (1 1/2) for time worked on one or both of such holidays, whichever is applicable.

C. 1. A member of the Police Department shall be credited with a maximum of two (2) personal days per year for employees working 12-hour shifts or three (3) personal days per year for employees working 8-hour shifts. The granting of personal leave shall not interfere with the efficient operation of the Police Department, but approval by the Chief of Police or his designee, shall not be unreasonably withheld. Employees shall be allowed to carry

over one (1) personal day per year (eight [8] hours for those working eight [8] hour shifts and twelve [12] hours for those working twelve [12] hour shifts).

2. A member of the Police Department may request that a reported absence from work be charged against his accumulated personal days.

ARTICLE V

CLOTHING ALLOWANCE

A. All items of Police uniform and equipment must be pre-approved by the Chief of Police.

B. Each officer shall receive a \$1,000.00 annual clothing allotment for the purpose of replacing worn out articles of his designated uniform and for the purpose of maintaining said uniform.

C. The Borough shall provide a uniform cleaning service for each officer, not to exceed an annual cost to the Borough as of December 31, 2010. If the parties, in negotiating a successor agreement, do not agree upon a modification to this Section, then the Borough's cost for providing a uniform cleaning service beyond December 31, 2010 shall not exceed the annual cost to the Borough as of December 31, 2010.

D. The Borough reserves the right to require employees to return all articles of the designated uniform upon said employee's separation from employment.

E. In addition to the aforementioned clothing and maintenance allowance, each employee shall be entitled to be reimbursed the replacement cost of any personal property, including eyeglasses, damaged or destroyed while employed in his capacity as an officer, provided such damage or

destruction is reported to the Chief of Police, or his designee, with a reasonable time of the occurrence. This provision does not apply to jewelry, and there shall be a \$50.00 cap for any damage sustained to watches or time pieces owned by the officer.

ARTICLE VI

LEAVE FOR SICKNESS, VACATION, SHIFT, AND STATE MEETINGS

A. 1. In all cases of reported illness or disability, the Borough reserves the right to have a physician designated by the Borough examine and report on the condition of the Officer. An Officer or Patrolman on sick leave who received weekly payment under Workers' Compensation shall be entitled to an amount, which, together with the compensation payments equal his regular weekly wages.

2. Sick leave can be accumulated up to a maximum of nine hundred sixty (960) hours for all employees, regardless of the length of their shift, and may be used by an employee only for personal illness or a disabling injury. Sick leave may not be used in advance of its accrual.

3. The sick leave policy in effect at the time of commencement of collective negotiations resulting in this Agreement shall remain in full force and effect during the terms of this Agreement.

B. 1. Each employee shall be entitled to annual vacation leave, depending upon his years of service as follows:

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION TIME SHIFT TO SHIFT</u>	
	<u>12 HOUR SHIFT</u>	<u>8 HOUR SHIFT</u>
6 months to 1 year	4 days	6 days
1 st through 7 th year	8 days	12 days
8 th through 16 th year	12 days	18 days
17 th through 22 nd year	16 days	24 days
At completion of 22 years	20 days	30 days

2. The above days may be taken at any time during the calendar year, provided however, the manpower requirements may limit the availability of vacation time. Per the side-bar agreement of January 1995, employees must take vacation time in no less than daily increments. Employees will not take a vacation day on any of the legal holidays listed in Article IV, Section A.

3. Seniority, being defined as an employee's continuous uninterrupted length of service since his last day of hire, shall govern the selection of vacations.

4. Vacation scheduling shall be effected in accordance with the practices and procedures which were in effect at the time collection negotiations commenced.

5. Vacation leave shall not accumulate from year to year and no compensation shall be paid in lieu of unutilized vacation time.

C. OFFICERS ON 2-2, 3-2, AND 2-3 SHIFT

In addition to the vacation leave in Section B., each officer working the 2-2, 3-2, and 2-3 shift shall be entitled to 108 hours off per calendar year to be taken at the discretion of the Police Chief.

D. One PBA union delegate shall be permitted the day off on the night before or after a State PBA meeting provided the delegate works the midnight shift on the day of said meeting and said days off shall not exceed three in any calendar year.

ARTICLE VII

BEREAVEMENT LEAVE

A. In the event of a death in the employee's immediate family, time off without loss of compensation for two (2) working days shall be granted for employees working 12-hour shifts, or three (3) working days shall be granted for employees working 8-hour shifts. "Immediate family", shall be defined as follows: spouse, child, mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandmother and grandfather. In the event of death of an employee's aunt, uncle, niece, nephew, said employee shall be granted time off without loss of compensation for one (1) working day.

ARTICLE VIII

TERMINAL LEAVE

A. Each employee shall be entitled to add one and one-third (1 1/3) unutilized sick leave for employees working 12-hour shifts, or two (2) unutilized sick leave days for employees working 8-hour shifts, in each year of service to be utilized as terminal leave. It is further agreed that the total number of terminal leave days accruable shall be limited to a total of thirty-three and one third (33 1/3) days for employees working 12-hour shifts or fifty (50) days for employees working 8-hour shifts.

B. It is further agreed that in those instances where an employee utilizes the eight (8) sick leave days earned in that year for employees working 12-hour shifts, or twelve (12) sick leave days earned in that year by employees working 8-hour shifts, said employees shall not be entitled to add to his terminal leave for that year.

C. Terminal leave shall be taken in days of and no cash payment shall be made under any circumstances except the employee's death. A retiring employee shall be granted his accrued terminal leave days off in working days immediately preceding his date of retirement. In the event of any employee's death, the terminal leave shall be paid to his estate.

ARTICLE IX

INSURANCE

A. BLUE CROSS-BLUE SHIELD

1. The Borough shall continue to provide and pay for the premium for Blue Cross and Blue Shield coverage, including Rider J, and to provide and pay Major Medical coverage for all employees and their eligible dependents. Where the State Health Benefits Plan allows for employees enrollment into a different health benefit program, the Borough shall pay the cost of said enrollment but not to exceed the amount that would be paid toward the State Blue Cross-Blue Shield-Major Medical plan. Any costs in excess of what the Borough would pay for said Blue-Cross-Blue Shield-Major Medical Plan shall be borne by the employees.

2. The Borough shall continue to provide and pay for the premiums for life insurance in the amount of \$5,000.00 for each employee.

B. All employees in the unit who retire pursuant to applicable state law after September 1, 1984, shall receive the same hospitalization and medical insurance provided for actively employed employees, in accordance with the provisions of Chapter 88 of the Public Laws of 1974.

C. All employees of the Unit shall receive the benefits of a Family Dental Plan. The cost of the Dental

Plan shall be borne by the Borough for the contract year of 2010 only. The dental cap shall also be raised so that there is no cost to the employees during negotiations for a successor agreement. If the parties, in negotiating a successor agreement, do not agree upon a modification to this Section, then the Borough's cost for the Family Dental Plan beyond December 31, 2010 shall not exceed the cost of the Family Dental Plan as of December 31, 2010.

ARTICLE X

HOURS OF WORK OVERTIME

A. Overtime shall be defined as any work in excess of twelve (12) hours per day for employees working 12-hour shifts, or eight (8) per day for employees working 8 hour shifts, and shall be paid to all employees below rank of Captain upon the following basis:

1. Hours of incidental to an immediately following or preceding a regular tour of duty in excess of twelve (12) hours for employees working 12 hour shifts, or in excess of eight (8) hours for employees working 8-hour shifts, shall be paid at one and one-half times employee's regular rate of pay.

2. In the event that a police officer is called in for duty during his time off, the police officer shall receive one and one-half times the regular rate of pay for three (3) hours of work or for all times worked, whichever is greater.

3. Off-duty officers who are called into duty and who appear for scheduled municipal court appearances shall be paid for the appearances at the municipal court, grand jury, or administrative agency, which appearance is made in the course of that jury, at a rate of one and one-

half (1 1/2) times the regular rate of pay for two (2) hours of work, or for all times worked, whichever is greater.

4. Police Officers on call for Superior Court shall not receive overtime, but shall receive one hour of compensatory time off for each eight hours of on-call time. The maximum compensatory time shall be capped and not exceed eight hours in a calendar year.

B. The following represents an agreement between the Borough and the P.B.A. regarding the Somerset County Emergency Response Team and the Somerset County Hostage Negotiation Team:

1. The P.B.A. recognizes and agrees that the Borough has properly adopted a twenty-eight (28) day work period in accordance with Fair Labor Standards Act.

2. The Borough and the P.B.A. recognizes that the twenty-eight (28) day work period does not nullify the overtime requirements as defined in the collective bargaining agreement between the Borough and the P.B.A., except as outlined below.

3. The P.B.A. agrees that up to a maximum of two (2) officers to voluntarily participate at the discretion of the Chief of Police on the Somerset County Emergency Response Team.

4. The P.B.A. agrees that up to a maximum of two (2) officers to voluntarily participate at the discretion of the Chief of Police on the Somerset County Hostage Negotiation Team.

5. If any of the Officers volunteering for either Team is required to respond to a call out or a training session while off duty, the officer(s) shall be compensated by receiving compensatory time on an hour-for-hour basis for all time worked in excess of one hundred sixty (160) hours in a twenty-eight (28) day work period, all as defined in the Fair Labor Standards Act.

6. The assignments to either team will be made by the Chief of Police. The officers will be allowed to participate providing there is sufficient personnel working, as determined by the Chief of Police, to ensure public safety and that the Borough will not incur any overtime expense.

ARTICLE XI

FILLING OF SHIFT SERGEANT BY PATROLMAN

A. In the event of death, retirement, termination of employment, or promotion of a Sergeant running a full shift and a shift that is run by only one Sergeant, a Patrolman filling the position of Shift Leader shall be paid the base salary of a Sergeant during said occupancy. However, the Borough maintains the exclusive right to create or modify its table of organization.

ARTICLE XII

UNION SECURITY

A. The Borough agrees to permit the lawful use by the P.B.A. of the bulletin boards situated in the break room of Police Headquarters. All bulletins or notices shall be designed by the Local P.B.A. President or duly authorized P.B.A. Officers.

B. A P.B.A. representative shall be permitted to meet and consult with employees for P.B.A. business at reasonable times during working hours without any loss of pay, provided, however, that such activity shall be of a reasonable duration and provided further that it shall not interfere with work duties or work performance as may be determined by the Chief of Police.

C. The State P.B.A. Delegate shall be granted time off without loss of pay for attendance at monthly and specially-called meetings of the New Jersey State Policemen's Benevolent Association.

D. 1. The Borough agrees to deduct from the salaries of the police officers covered by this Agreement dues for the P.B.A. Such deductions shall be made in compliance with Chapter 310, Public Law of 1967, N.J.S.A. (R.S.) 52:14-15.9 as amended. Said monies together with

records of any corrections shall be transmitted to the P.B.A.

2. If during the life of this Agreement there shall be any change in the rate of membership dues, the P.B.A. shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough either new authorization from its members showing the authorized deduction for each employee or an official notification on the letterhead of the P.B.A. and signed by the President and Secretary-Treasurer of the P.B.A. advising of such changed deduction.

3. The P.B.A. will provide the necessary "Check-off Authorization" form and the P.B.A. will secure the signature of its members on the form and deliver the signed forms to the Police Committee. The P.B.A. shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the P.B.A. to the Borough on in reliance upon the official notification of the letterhead of the P.B.A. and signed by the President and Secretary-Treasurer of the P.B.A. advising of such changed deduction.

E. Except where expressly modified by this Agreement, the Borough agrees that all rights, privileges, benefits and terms and conditions of employment of police officers employed by the Borough shall be maintained at no less than the highest standard in effect prior to the commencement of negotiations which resulted in this Agreement.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment and includes, but is not limited to, any dispute over the interpretation, application or construction of this Agreement. A grievance shall also include minor discipline, which is defined as suspensions or fines of five (5) days or less, and reprimands. In order to provide for the expeditious and mutually satisfactory settlement of grievance, the procedures hereinafter set forth shall be followed.

B. Complaints may be initiated by an individual employee to the Police Chief or his designee. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized P.B.A. representative. Only those grievances which arise after the execution date of this Agreement shall be processed through this procedure.

C. When the P.B.A. wishes to present a grievance for itself or for an employee or groups of employees for settlement, such grievance shall be presented as follows:

Step 1: The President of the P.B.A. or his duly authorized designated representative shall present and

discuss the grievance or grievances orally with the Police Chief or his duly designated representative. The Police Chief shall answer the grievance orally within three (3) days.

Step 2. If the grievance is not resolved at Step 1 or if no answer has been received by the P.B.A. within the time set forth in Step 1, the P.B.A. shall present the grievance within ten (10) days in writing to the Chairman of the Police Committee. This presentation shall set forth the position of the P.B.A., and at the request of either party, discussions may ensue. The Chairman of the Police Committee shall answer the grievance in writing within ten (10) days after receipt of the grievance setting forth the position of the Borough.

Step 3. If the grievance is not resolved at Step 2 or no answer has been received by the P.B.A. within the time set forth in Step 2, the grievance may be presented in writing to the Mayor and Council. The decision of the Mayor and Council shall be given to the P.B.A. in writing within twenty (20) days after the receipt of the grievance by the Mayor and Council.

Step 4. If the grievance has not been settled by the parties at Step 3 of the Grievance Procedure or if no answer in writing by the Mayor and Council has been received by the

P.B.A. within the time provided in Step 3, the P.B.A. may demand arbitration of the grievance in accordance with Article XV hereof.

ARTICLE XIV

ARBITRATION

Step 1. Any grievance as defined in Article XIV, Section A, or matter in dispute involving interpretation or application of the provisions of this Agreement, not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

Step 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the Public Employment Relations Commission to appoint an arbitrator to hear the dispute in the manner set forth in the Rules and Regulations and Statement of Procedures of the Public Employment Relations Commission.

Step 3. The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

Step 4. The decision of the Arbitrator shall be final and binding on the P.B.A. and the Borough.

Step 5. The costs of the service of the Arbitrator shall be borne equally by the Borough and the P.B.A.

ARTICLE XV

MANAGEMENT RIGHTS

A. Except as modified by the terms and provision of this Agreement, the Borough reserves and retains unto itself without limitation all rights, duties, authorization and responsibilities vested in it by law.

B. The Chief of Police reserves the right to call two (2) meetings of the entire Department per year with no additional pay. The employees will be compensated at the rate of time and one-half for any meetings exceeding two (2) per year.

ARTICLE XVI

SEPARABILITY AND SAVINGS

A. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be considered null and void but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVII

MISCELLANEOUS

A. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XVIII

TERM OF AGREEMENT

A. This Agreement shall be effective as of January 1, 2010 and shall remain in full force and effect until December 31, 2010. In the event negotiations for a successor Agreement continue after December 31, 2010, the terms and conditions of this Agreement shall continue in full force and effect until a successor agreement is executed.

In Witness Whereof, the parties hereto have affixed their hand and seal this 11th day of May, 2010.

P.B.A. LOCAL 82

BOROUGH OF RARITAN

By: PRES. [Signature] #48

By: [Signature]

[Signature] #57

[Signature]