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THIS DOES NOT  
CIRCULATE

AGREEMENT

BETWEEN

THE BOROUGH OF RARITAN

AND

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL #82

*Somerset*

*1/1/78-12/31/79*

*Dated 4/11/78*

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## PREAMBLE

This Agreement, effective as of the first day of January, 1978, by and between the Borough of Raritan, New Jersey, hereinafter referred to as the "Employer", and New Jersey State ~~Policemen's Benevolent Association, Local No. 82~~, hereinafter referred to as the P.B.A., is designed to maintain and promote a harmonious relationship between the Employer 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

#### Section 1.

The Employer hereby recognizes the P.B.A. as the exclusive majority representative within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S. 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 Employer, excluding the Chief of Police.

#### Section 2.

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.

#### Section 3.

The Employer 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

The Employer hereby agrees that every police officer shall have the right freely 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 Employer agrees that it shall not directly or indirectly discourage or deprive or coerce 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. 34:13A-1.1 et seq., or other Laws of the

State of New Jersey or the Constitutions of the State of New Jersey or of the United States. The Employer further agrees that it shall not discriminate against any police officer with respect to hours, wages or any terms or conditions of employment by reason of his membership in the P.B.A. and its affiliates; participation in any activities of the P.B.A. and its affiliates or collective negotiations with the Employer; institution of any grievance, complaint or proceedings under this Agreement; or otherwise with respect to the terms or conditions of employment.

ARTICLE III

SALARIES

Section 1.

Commencing January 1, 1978, the salaries for police officers shall be as follows:

Patrolmen:

Commencing the first year of employment.....	\$11,436.
Commencing the second year of employment.....	\$12,747.
Commencing the third year of employment.....	\$13,702.
Commencing the fourth year of employment.....	\$15,062.
<u>Detectives</u> .....	\$15,896.
<u>Sergeants</u> .....	\$16,103.
<u>Lieutenants</u> .....	\$17,152.
<u>Captains</u> .....	\$18,289.

Section 2.

Commencing January 1, 1979, the salaries for police officers shall be as follows:

Patrolmen:

Commencing the first year of employment.....	\$12,134.
Commencing the second year of employment.....	\$13,525.
Commencing the third year of employment.....	\$14,538.
Commencing the fourth year of employment.....	\$15,981.
<u>Detectives</u> .....	\$16,866.
<u>Sergeants</u> .....	\$17,085.
<u>Lieutenants</u> .....	\$18,198.
<u>Captains</u> .....	\$19,405.

Section 3.

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

## ARTICLE IV

### HOLIDAYS AND PERSONAL DAYS

#### Section 1.

As in the past, each police officer shall receive twelve (12) days' pay in two (2) equal installments on June 1st and December 1st 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, Veterans' Day, Thanksgiving Day and Christmas Day.

#### Section 2.

Commencing January 1, 1978, 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.

#### Section 3.

A member of the Police Department shall be credited with one (1) paid personal day for each four months of continuous employment; provided, however, that the maximum number of personal days which may be accumulated shall be three (3). A member of the Police Department may request that a reported absence from work be charged against his accumulated personal days. Personal leave days shall not accumulate from year to year and no compensation shall be paid in lieu of time off for said personal leave days.

## ARTICLE V

### CLOTHING ALLOWANCE

#### Section 1.

a. Commencing January 1, 1978 each officer shall receive a \$225 annual clothing allotment for the purpose of replacing worn-out articles of his designated uniform and for the purpose of maintaining said uniform. Commencing January 1, 1979 each officer shall receive a \$250 annual clothing allotment.

b. As in the past, the Employer shall provide a uniform cleaning service for each officer not to exceed a cost to the Employer of \$100 per officer.

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

ARTICLE VI

VACATION AND SICK LEAVE

Section 1. Sick Leave

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

b. The parties hereby recognize that the Employer desires to implement a formal sick leave policy for all employees of the Employer. The Employer agrees to furnish to the P.B.A. a copy of its proposed sick leave policy prior to its implementation. The Employer further agrees to negotiate said proposed policy with the P.B.A. upon receipt of a request to commence negotiations.

Section 2. Vacation Leave

a. 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>
6 months to 1 year.....	one week
1st through 7th year.....	two weeks
8th through 17th year.....	three weeks
18th through 22nd year.....	four weeks
At completion of 22 years.....	five weeks

b. The above days may be taken at any time during the calendar year, provided however, that manpower requirements may limit the availability of vacation time.

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

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

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

ARTICLE VII

LONGEVITY

Section 1.

Longevity payments based upon years of service shall be made annually to each police officer as follows:

Five (5) years of service and each year thereafter.....2% of base salary  
Ten (10) years of service and each year thereafter.....4% of base salary  
Fifteen (15) years of service and each year thereafter..6% of base salary  
Twenty (20) years of service and each year thereafter...8% of base salary

ARTICLE VIII

BEREAVEMENT LEAVE

Section 1.

In the event of a death in the employee's immediate family, time off without loss of compensation for three (3) working days shall be granted. "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, niece, nephew or any other person living in the employee's residence.

ARTICLE IX

TERMINAL LEAVE

Section 1.

Commencing January 1, 1978 each employee shall be deemed to have earned one (1) day's terminal leave for each full year of service with the department completed on or before December 31, 1977, provided, however, that the total number of days eligible to be earned shall not exceed twenty (20) days notwithstanding the completion of more than twenty (20) years of service as of December 31, 1977.

Section 2.

In addition to the terminal leave set forth in Section 1. above, each employee shall be entitled to add two (2) unutilized sick leave days in each year of service commencing on January 1, 1978 to be utilized as terminal leave. It is further agreed that the total number of terminal leave days accruable under Section 1. and Section 2. hereof shall be limited to a total of forty (40) days.

Section 3.

It is further agreed that in those instances where an employee utilizes the 12 sick leave days earned in that year, said employee shall not be entitled to add any days to his terminal leave for that year.

Section 4.

Terminal leave shall be taken in days off 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 an employee's death, the terminal leave shall be paid to his estate.

ARTICLE X

INSURANCE

Section 1. Blue Cross-Blue Shield

The Employer shall continue to provide and pay for the premium for Blue Cross and Blue Shield coverage, including Rider J, and to provide and pay for Major Medical coverage for all employees and their eligible dependents.

The Employer shall continue to provide and pay for the premiums for life insurance in the amount of \$5,000 for each employee.

Section 2.

Effective January 1, 1978, all employees in the unit who retire pursuant to applicable state law after January 1, 1978 shall receive the same hospitalization and medical insurance provided for actively employed employees. Such benefits shall apply until such retired employee reaches the age of 65 years.

ARTICLE XI

HOURS OF WORK AND OVERTIME

Section 1.

Overtime shall be defined as any work in excess of eight (8) hours per day and shall be paid to all employees below the rank of Lieutenant upon the following basis:

1. Hours incidental to and immediately following or preceding a regular tour of duty in excess of eight (8) hours shall be paid at one and one-half times the 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 time worked, whichever is greater.

3. Off-duty court appearances (including Grand Jury proceedings and appearances before administrative agencies), other than Municipal Court, shall be paid at the rate of one and one-half the regular rate of pay. Off-duty Municipal Court appearances shall be compensated at the rate of one and one-half the regular rate of pay.

a. Only those court appearances necessitated by the employee's performance of his duties shall be eligible for overtime payments.

b. There shall be no overtime payments for court appearances in civil cases.

*Handwritten:*  
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2/17/78

ARTICLE XII  
UNION SECURITY

Section 1.

The Employer agrees to permit the lawful use by the P.B.A. of the bulletin boards situated in the locker room and the ante-room adjacent to the lobby in Police Headquarters. All bulletins or notices shall be signed by the local P.B.A. President or duly authorized P.B.A. Officers.

Section 2.

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 performances as may be determined by the Chief of Police.

Section 3.

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.

Section 4.

a. The Employer 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 Laws 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. by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

b. 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 Employer written notice prior to the effective date of such change and shall furnish to the Employer either new authorization from its members showing the authorized deduction for each employee or an official notification on the letter-head of the P.B.A. and signed by the President and Secretary-Treasurer of the P.B.A. advising of such changed deduction.

c. The P.B.A. will provide the necessary "Check-off Authorization" form and the P.B.A. will secure the signatures of its members on the forms and deliver the signed forms to the Police Committee. The P.B.A. shall indemnify, defend and save the Employer 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 Employer in reliance upon salary deduction authorization cards submitted by the P.B.A. to the

Employer or in reliance upon the 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.

Section 5.

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

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 1.

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. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

Section 2.

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.

Section 3.

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 Employer.

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 XIV hereof.

#### ARTICLE XIV

#### ARBITRATION

#### Section 1.

Step 1. Any grievance or other matter in dispute involving the 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 the 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 Procedure 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 Employer.
- Step 5. The costs of the services of the Arbitrator shall be borne equally by the Borough and the P.B.A.

#### ARTICLE XV

##### MANAGEMENT RIGHTS

###### Section 1.

Except as modified by the terms and provisions of this Agreement, the Employer reserves and retains unto itself without limitation all rights, duties, authority and responsibilities vested in it by law.

###### Section 2.

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

If any provision 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 inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

#### ARTICLE XVII

##### MISCELLANEOUS

###### Section 1.

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

Section 1.

This Agreement shall be effective as of January 1, 1978 and shall remain in full force and effect until December 31, 1979. In the event negotiations for a successor Agreement continue after December 31, 1979, the terms and conditions of this Agreement shall continue in full force and effect until a substitute Agreement is executed.

In Witness Whereof, the parties hereto have affixed their hands and seals this 11th day of April, 1978.

FOR P.B.A. LOCAL #82

FOR THE BOROUGH OF RARITAN

Joseph Sperra

Stanley Roca

James P. Matters

Anthony R. Hudak