

3-0326

AGREEMENT BETWEEN

Raritan Borough

THE BOROUGH OF RARITAN

AND

N.J. STATE POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL #82

* January 1, 1988 - December 31, 1989

PREAMBLE

This Agreement, effective as of the first day of January, 1988 by and between the Borough of Raritan, New Jersey, hereinafter referred to as the "Employer", and New Jersey State Policemen's Benevolent Association, Local 82, or other representative Association which may be unanimously agreed upon by the members of The Borough of Raritan Police Department during the time of the Agreement, hereinafter referred to as 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

SECTION 1.

The Employer hereby recognizes the P.B.A., as 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 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 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. 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 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 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, 1988, the base salaries for police officers shall be as follows:

Commencing <u>1st Year Patrolmen:</u>	\$23,269.
" <u>2nd Year Patrolmen:</u>	25,937.
" <u>3rd Year Patrolmen:</u>	27,880.
" <u>4th Year Patrolmen:</u>	30,648.
<u>Detective:</u>	32,344.
<u>Sergeant/Dect. Sergeant:</u>	32,763.
<u>Lieutenant:</u>	34,899.
<u>Captain:</u>	37,212.

Commencing January 1, 1989, the base salaries for police officers shall be as follows:

Commencing <u>1st Year Patrolmen:</u>	\$25,014.
" <u>2nd Year Patrolmen:</u>	27,882.
" <u>3rd Year Patrolmen:</u>	29,971.
" <u>4th Year Patrolmen:</u>	32,947.
<u>Detective:</u>	34,770.
<u>Sergeant/Dect. Sergeant:</u>	35,220.
<u>Lieutenant:</u>	37,516.
<u>Captain:</u>	40,003.

SECTION 2.

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.

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 a maximum of three (3) personal days per year. 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.

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

SECTION 1.

A. The following items shall constitute police uniform clothing under Article V:

Hats (1 summer, 2 winter)
Shirts long sleeve and short sleeve
Pants
Jackets, winter
Rain coats
Bullet proof vests
Carriers for the bullet proof vest
Ties
Rain cover for hats
Badges (Hat and breast)
On duty holster
Off duty holster
Keepers (leather straps that keep the gum belt secured to the pants belt)
Gun belt
Pants belt
Reloading devises (speed loaders or clips)
Leather pouches for reloading devises
Hand cuffs
Hand cuff holders (pouch)
Boots and/or shoes
Night stick holder
Mini mag light holder
Hand cuff keys

Dress clothes for personal assigned in plain clothes

B. During the calendar year 1988, each officer shall receive a \$425.00 annual clothing allotment for the purpose of replacing worn out articles of his designated uniform and for the purpose of maintaining said uniform. During the calendar year 1989, the aforesaid clothing allotment shall be increased to \$475.00.

C. The employer shall provide a uniform cleaning service for each officer, not to exceed an annual cost to the employer of \$225.00 per officer.

D. The employer 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 costs 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, within 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

SECTION 1. SICK LEAVE

a. In all cases of reported illness of 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. Sick leave can be accumulated up to a maximum of one hundred twenty (120) working days, if required, 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.

c. 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 term of this Agreement.

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 16th year	three weeks
17th 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.

SECTION 3. OFFICERS ON 7-2, 7-2, AND 7-3 SHIFT

a. In addition to the vacation leave in Section 2, each officer working the 7-2, 7-2, and 7-3 shift shall be entitled to thirteen days off per calendar year to be taken at the discretion of the Police Chief.

SECTION 4. STATE MEETINGS

A. 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 one calendar year.

ARTICLE VII

LONGEVITY

SECTION 1.

Longevity payments shall be based upon continuous year of uninterrupted service with the Police Department of the Borough of Raritan and shall be paid annually as follows:

After five years service and each year thereafter....2% of base salary.

After ten years service and each year thereafter....4% of base salary.

After fifteen years service and each year thereafter....6% of base salary.

After twenty years service and each year thereafter....8% of base salary.

Employees hired after January 1, 1983, shall not be entitled to any longevity benefits.

Longevity payments shall not be made on any portion of base salary in excess of \$25,000.00dollars per year.

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, 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 IX

TERMINAL LEAVE

SECTION 1.

Commencing January 1, 1978 each employee shall be deemed to have earned one (1) day 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 (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 fifty (50) days.

SECTION 3.

It is further agreed that in those instances where an employee's utilizes the twelve (12) sick leave days earned in that year, said employee shall not be entitled to add 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 Major Medical coverage for all employees and their eligible dependents. Where the State Health Benefits Plan allows for employee enrollment into a different health benefits program, the employer 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 employee.

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

SECTION 2.

Effective September 1, 1984, 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.

SECTION 3. DENTAL INSURANCE.

Effective July 1, 1987, all employees of the Unit shall receive the benefits of a Family Dental Plan. The cost of the Dental Plan shall be in the amount of \$300 per employee, or a total of \$5,100.00, whichever is greater, shall be borne by the Borough. Any additional cost of the Plan in excess of the portion of the cost borne by the Borough as described above shall be borne by the officer.

ARTICLE XI

HOURS OF WORK 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 rank of Captain 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 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 appearance at the municipal court, grand jury, or administrative agency, which appearance is made in the course of that duty, 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.

ARTICLE XII

FILLING OF SHIFT SERGEANT BY PATROLMAN

SECTION 1.

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 XIII

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 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. the fifteen (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 letterhead 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 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 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 XIV

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 grievance, 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 xv hereof.

ARTICLE XV

ARBITRATION

SECTION 1.

Step 1. Any grievance or 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 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 Employer.

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

ARTICLE XVI
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 XVII

SEPARABILITY AND SAVINGS

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 inoperative but all other provisions shall be affected thereby and shall continue in full force and effect.

ARTICLE XVIII

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 XIX

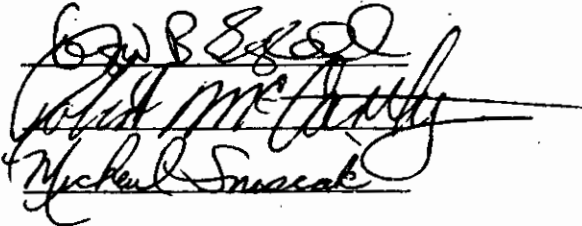
TERM OF AGREEMENT

SECTION 1.

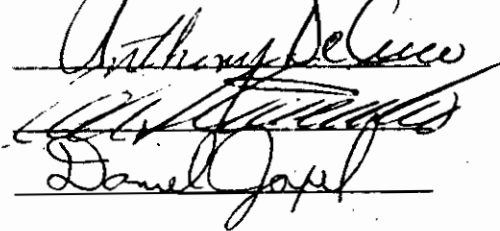
This Agreement shall be effective as of January 1, 1988 and shall remain in full force and effect until December 31, 1989. In the event negotiations for a successor Agreement continue after December 31, 1989, the terms and conditions of this Agreement shall continue in full force and effect until a substitute Agreement is executed.

In Witness Whereof, the parties hereto have affixed their hands and seals this 23rd day of March, 1988.

For P.B.A. Local #82


Three handwritten signatures are written over three horizontal lines. The signatures appear to be: Edward B. Edge, Robert M. [unclear], and Michael Sussak.

FOR THE BOROUGH OF RARITAN


Three handwritten signatures are written over three horizontal lines. The signatures appear to be: Anthony DeCicco, [unclear], and Daniel Japel.