TOWNSHIP OF RARITAN
COUNTY OF HUNTERDON, NEW JERSEY

RESOLUTION #19-186

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR HART BOULEVARD RESURFACING AND BASE REPAIRS

WHEREAS, there is a need to resurface Hart Boulevard; and

WHEREAS, the Township Engineer, Antoine Hajjar, recommends the resurfacing of this important collector street.

NOW, THEREFORE BE IT RESOLVED that the Township Committee of the Township of Raritan formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2020 – Hart Boulevard Resurfacing and Base RE-00613 to the New Jersey Department of Transportation on behalf of the Township of Raritan.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Township of Raritan and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

ATTEST:

Lisa Fania, RMC
Township Clerk

TOWNSHIP COMMITTEE OF THE TOWNSHIP OF RARITAN

Jeff Kuhl
Mayor

CERTIFICATION

I, Lisa Fania, Clerk of the Township of Raritan, County of Hunterdon, State of New Jersey, hereby certify the foregoing resolution is a true, complete and accurate copy of a resolution adopted by the Township Committee at a meeting held on August 20, 2019.

Lisa Fania, RMC
Township Clerk

My signature and the Raritan Township Seal serve to acknowledge that the above resolution constitutes acceptance of the Terms and Conditions of the grant agreement and approves the execution of the grant agreement as authorized by the resolution above.

(ATTEST and AFFIX SEAL)

Lisa Fania
Township Clerk

Jeff Kuhl
Mayor

TOWNSHIP OF RARITAN
COUNTY OF HUNTERDON, NEW JERSEY

RESOLUTION #19-208

A RESOLUTION AMENDING RESOLUTION #19-162 AUTHORIZING THE MAYOR AND ADMINISTRATOR TO EXECUTE A COLLECTIVE NEGOTIATIONS AGREEMENT WITH PBA LOCAL 337

WHEREAS, the Township of Raritan and the PBA Union Local 337 concluded negotiations with respect to a new contract for the period January 1, 2020 through December 31, 2024; and

WHEREAS, the Township Committee adopted Resolution #19-162 authorizing the Administrator and Mayor to execute a Memorandum of Agreement at a special meeting on July 2, 2019; and

WHEREAS, it has come to the attention of the Administrator and PBA Local 337 that there was an error in the language of the Memorandum of Agreement, specifically Item seven (7) Article XXII – Insurance, B. Section 5. and 5 b.; and

WHEREAS, B. Section 5 is amended to read "Any employee hired before January 1, 2020" in the beginning of the first sentence and 5 b. is amended to add as the last sentence "See appendix E for other plans available;" and

WHEREAS, the Memorandum of Agreement has been amended as stated above and attached hereto regarding the contract terms and conditions.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Raritan, County of Hunterdon, State of New Jersey that the terms and conditions in the new contract between the Township of Raritan and the PBA Local 337 for the period January 1, 2020 through December 31, 2024 is hereby approved as amended and the Mayor and Administrator are authorized to execute said contract with PBA Union Local 337 in accordance with said terms and conditions.

ATTEST:

Lisa Fania, RMC
Township Clerk

TOWNSHIP COMMITTEE OF THE TOWNSHIP OF RARITAN

Jeff Kuhl
Mayor

CERTIFICATION

I, Lisa Fania, Clerk of the Township of Raritan, County of Hunterdon, State of New Jersey, hereby certify that the foregoing Resolution is a true, complete and accurate copy of a resolution adopted by the Township Committee of the Township of Raritan at a meeting held on August 20, 2019.

Lisa Fania

Lisa Fania, RMC
Township Clerk

MEMORANDUM OF AGREEMENT

Agreement made this 3rd day of July, 2019, by and between **Policemen's Benevolent Association Local 337** (hereinafter **"PBA Local 337"**) and the **Township of Raritan** (hereinafter **"the Township"**).

WHEREAS, the Township and PBA Local 337 are parties to a Collective Negotiations Agreement (CNA) covering the period January 1, 2016 through December 31, 2019; and

WHEREAS, the Township and PBA Local 337 have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CNA; and

WHEREAS, the Township and PBA Local 337 have reached agreement on new terms and conditions subject to ratification by the membership of PBA Local 337 and approval by the Mayor and Committee of the Township; and

WHERERAS, the negotiating committees for the Township and PBA Local 337 unanimously agree to recommend this agreement for ratification and approval;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertaking herein set forth, the parties agree as follows:

1. Except as herein modified, the terms and conditions set forth in the 2016 through 2019 CNA between the Township and PBA Local 337 shall remain in full force and effect.

2. Dates throughout the agreement shall be adjusted to reflect the term of January 1, 2020 through December 31, 2024.

3. **ARTICLE X – OVERTIME**

Add Section 1(d):

Officers hired on or before December 31, 2019 may accrue a maximum of 720 hours of compensatory time, which includes both statutory and contractual compensatory time. Any officer

with more than 720 hours in his or her time bank shall be permitted to maintain those hours but shall not be permitted to accrue additional compensatory time until the balance falls below 720 hours. Any officer with more than 720 hours of compensatory time shall be paid in cash for overtime worked until his or her compensatory time balance falls below 720 hours.

Officers hired on or after January 1, 2020 may accrue a maximum of 480 hours of compensatory time.

4. **ARTICLE XI – SALARIES**

A. All steps in all salary guides shall be increased as follows:

Effective January 1, 2020 – $1,350 added to each step of all salary guides and paid to each employee in exchange for selling back three (3) sick days as set forth below.

Effective January 1, 2021 – 2.65%

Effective January 1, 2022 – 2.65%

Effective January 1, 2023 – 2.65%

Effective January 1, 2024 – 2.65%

B. Corporal Salary Guides are attached to this MOA as Appendix A and shall be added to the agreement.

C. Revised salary guides are attached to this MOA as Appendix B.

D. Employees shall advance on the salary guide on their anniversary date.

5. **ARTICLE XIX – SICK LEAVE**

A. Revise Section 3(b) as set forth below:

Beginning with the second year of employment, twelve (12) sick days per year and for each year thereafter.

B. Remove Section 3(d).

C. Revise Section 7 as set forth below:

Officers hired on or before January 1, 2013: 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 1,320 hours, at the time of the employee's retirement under the Police and Firemen's Retirement System. All or part of

an employees accumulated sick leave may be used as terminal leave pursuant to Article XX.

Officers hired after January 1, 2013: Officers will receive payment for any accumulated sick days in accordance with the law. If an employee chooses to take terminal leave pursuant to Article XX, any remaining unused sick leave hours shall be paid at the employee's prevailing daily rate of pay, on an hour for hour basis, in accordance with the law.

6. **NEW ARTICLE XX – TERMINAL LEAVE**

1. Employees may take up to six (6) months of accumulated sick and / or compensatory time as terminal leave, at their discretion, subject to the following:

a. Officers Hired On or Before January 1, 2013: Employees may use any combination of sick leave or compensatory time for the six (6) month period. Any sick leave hours used for terminal leave shall be deducted from accumulated sick leave hours to be paid at retirement pursuant to Article XIX, Section 7. Any remaining unused accumulated sick leave hours shall be paid at the employee's prevailing daily rate of pay pursuant to Article XIX, Section 7.

b. Officers Hired After January 1, 2013: Employees may use any combination of sick leave or compensatory time for the six (6) month period. Any sick leave hours used for terminal leave shall be deducted from accumulated sick leave hours. Any remaining unused accumulated sick leave hours shall then be paid at the employee's prevailing daily rate of pay, on an hour for hour basis, in accordance with law.

2. Any unused accumulated compensatory time shall be paid at retirement at the employee's prevailing rate of pay for all accumulated hours.

7. **ARTICLE XXIII – INSURANCE**

A. Section 1 shall be amended as follows:

The Township agrees to continue all insurances (medical, dental and prescription) currently in effect for employees, their spouses or partners and dependents. The Township may only change insurance plans if the coverage is equal to or better than the current plan. The Township shall notify the PBA of any potential change in insurance plans and the parties will jointly determine whether the prospective plan is equal to or better than the current plan prior to the implementation of any change.

Employees shall contribute towards the cost of health benefits pursuant to tier 4 of P.L. 2011, c. 78, unless the contributions are reduced or eliminated by law. Notwithstanding the previous sentence, the premium upon which the employee's contribution is based shall be frozen at the 2019 levels for calendar year 2020, and employee contribution amounts shall not change during 2020 if the premium increases, but

may decrease if the premium decreases. The premium upon which the employee's contribution is based from 2021 through 2024 shall no longer be frozen at 2019 levels.

a. Replace Section 1(a) with the following:

Prescription Co-Pays for all plans offered by the Township

(Reference Appendix E for description of all Plans available)

i. Generic (Retail): $0 for 30-day supply.
ii. Generic (Mail Order): $0 for 90-day supply.
iii. Brand Name (Retail): ($25 for 30-day supply for Plan B and E) ($35 for Plan F)
iv. Brand Name (Mail Order through CanaRx): $0 for 90-day supply
v. Brand Name (Mail Order through Pro Act, if not available through CanaRx): ($50 for 90-day supply for Plan B and E) ($70 for Plan F)
vi. Specialty Drug ($25 for 30-day supply for Plan B) ($50 for Plan E) ($75 for Plan F)

The prescription plan premium is based on the $10/$25/25 ProAct Prescription Plan Rates unless the member chooses the option of a higher copay plan offered by the Township. However, in exchange for the PBA's agreement that employees must use mail order for maintenance prescriptions to the extent permitted by law, all generic prescription co-pays shall be $0. In addition, the co-pay for brand name prescriptions available through CanaRx shall be $0.

b. The Medical plan and premiums shall be based on the following. 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 ($25) for active employees, unless the member chooses the option of a higher copay plan offered by the Township.

B. Amend Section 5 as follows:

Any employee hired before January 1, 2020 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 spouse, partner and dependent coverage) provided by the Township for the remainder of his or her life with the premiums fully paid by the Township as long as the retiree lives anywhere in the United States (except that any retiree living outside the United States as of 7/15/2003 shall be grandfathered into the coverage) without any contribution by the retiree. 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.

(Reference Appendix E for description of all Plans available)_Employees hired on or after January 1, 2020 shall receive Township-paid health benefits (including spouse, partner and dependent coverage) in retirement as set forth above but will be required to contribute towards the cost of those health benefits at the Tier 4 contribution level set forth in the former P.L. 2011, c. 78, based on the annual retirement allowance, if required by law. Employees hired on or after January 1, 2020 and their spouse or partner shall receive Township-paid health benefits until eligible for Medicare, at which time they will no longer receive Township-paid health benefits, provided that Medicare or a comparable program adopted by the Township are available to retirees. If no such program exists, employees shall continue to receive Township-paid health benefits. Dependents shall continue to receive Township-paid health benefits until their age precludes them from receiving such benefits.

a. Replace Section 1(a) with the following:

Prescription Co-Pays for all plans offered by the Township

(Reference Appendix E for description of all Plans available)

vii. Generic (Retail): $0 for 30-day supply.
viii. Generic (Mail Order): $0 for 90-day supply.
ix. Brand Name (Retail): ($25 for 30-day supply for Plan B and E) ($35 for Plan F)
x. Brand Name (Mail Order through CanaRx): $0 for 90-day supply
xi. Brand Name (Mail Order through Pro Act, if not available through CanaRx): ($50 for 90-day supply for Plan B and E) ($70 for Plan F)
xii. Specialty Drug ($25 for 30-day supply for Plan B) ($50 for Plan E) ($75 for Plan F)

The prescription plan premium is based on the $10/$25/25 ProAct Prescription Plan Rates unless the member chooses the option of a higher copay plan offered by the Township. However, in exchange for the PBA's agreement that employees must use mail order for maintenance prescriptions to the extent permitted by law, all generic prescription co-pays shall be $0. In addition, the co-pay for brand name prescriptions available through CanaRx shall be $0.

b. The Medical plan and premiums shall be based on the following. 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 ($25) for active employees, unless the member chooses the option of a higher copay plan offered by the Township. See Appendix E for other plans available.

C. The Township agrees that no employee retiring before January 1, 2020, including active employees and those that have already retired pursuant to Article XXII Section 5 shall be required to contribute towards the cost of retirement health benefits. The PBA agrees that it will withdraw the grievance concerning retirement health benefit contributions for Michael Bokach (AR-2018-297).

8. **ARTICLE XXVIII – OUTSIDE EMPLOYMENT**

Section 3 shall be amended as follows:

The outside employment rate paid to the employee shall be $75 per hour for the HCRHS district and the Flemington-Raritan School District (K-8). For all other outside employment, the outside employment rate shall be $90 per hour regardless of seniority or rank.

9. **ARTICLE XXXI – DURATION**

Amend to state:

This Agreement shall be effective from January 1, 2020 through December 31, 2024 and shall continue in full force and effect until a successor agreement is ratified by the parties.

10. Renumber all Articles to account for the new Article XX.

11. This Agreement is subject to ratification by the PBA Local 337 membership and the Mayor and Council of the Township.

FOR PBA LOCAL 337

Ryan Barry, President

FOR THE TOWNSHIP OF RARITAN

Jeffrey Kuhl, Mayor

Donald Hutchins, Administrator

APPENDIX A

SALARY SCALE FOR CORPORALS

STEP	YEARS OF SERVICE		1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024
C1	START		$124,350	$127,645	$131,028	$134,500	$138,064
C2	AFTER 5		$125,350	$128,672	$132,082	$135,582	$139,175
C3	AFTER 10		$126,350	$129,698	$133,135	$136,663	$140,285
C4	AFTER 15		$127,350	$130,725	$134,189	$137,745	$141,395
C5	AFTER 20		$128,350	$131,751	$135,243	$138,827	$142,506

APPENDIX B

SALARY FOR PATROL OFFICERS HIRED 1/1/97 TO 12/31/2012

STEP	YEARS OF SERVICE		1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024
P6	AFTER 5		$118,096	$121,226	$124,438	$127,736	$131,121
P7	AFTER 10		$119,219	$122,378	$125,621	$128,950	$132,367
P8	AFTER 15		$120,342	$123,531	$126,805	$130,165	$133,614
P9	AFTER 20		$121,464	$124,683	$127,987	$131,379	$134,860
P10	AFTER 24		$122,587	$125,836	$129,170	$132,593	$136,107

APPENDIX C

SALARY FOR PATROL OFFICERS HIRED AFTER 12/31/2012

STEP	YEARS OF SERVICE		1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024
P1	START		$44,435	$45,613	$46,821	$48,062	$49,336
P2	AFTER 1		$52,519	$53,911	$55,339	$56,806	$58,311
P3	AFTER 2		$60,603	$62,209	$63,858	$65,550	$67,287
P4	AFTER 3		$68,687	$70,507	$72,376	$74,294	$76,262
P5	AFTER 4		$76,771	$78,805	$80,893	$83,036	$85,236
P6	AFTER 5		$88,740	$91,092	$93,506	$95,983	$98,527
P7	AFTER 6		$97,200	$99,776	$102,420	$105,134	$107,920
P8	AFTER 7		$105,661	$108,461	$111,335	$114,286	$117,314

P9	AFTER 14		$114,121	$117,145	$120,250	$123,436	$126,707
P10	AFTER 19		$122,587	$125,836	$129,170	$132,593	$136,107