

LOCAL 32 O.P.E.I.U.

**RAHWAY CITY HALL
WORKERS
AND
PUBLIC SAFETY
TELECOMMUNICATORS**

**CONTRACT PERIOD
JANUARY 1, 2015 – DECEMBER 31, 2019**

ARTICLE 3
TRANSFER OF TITLE OR INTEREST

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assignees.

ARTICLE 4
UNION DEDUCTIONS

1. Effective August 1, 1992, the Employer agrees that it will, on the first payroll in each month, deduct the Union dues from the pay of each member and transmit the same with a list of such members to the Secretary-Treasurer of the OPEIU within ten (10) days after the dues are deducted.

2. With respect to any employee hired after July 31, 1992, the Employee agrees to deduct an initiation fee as determined by the Union in four (4) consecutive weekly payments and to transmit the same as set forth above. However, no initiation fee shall be deducted until and unless the employee completes his/her probationary work period.

3. The Union agrees to furnish written authorization, in accordance with law, from each member authorizing these deductions.

4. The Union will furnish the Employer with a written statement of the dues and initiation fees to be deducted.

5. The Employer shall permit deductions for Union finances insurance programs, if any.

6. In the same manner that dues are charged and deducted for Union members, a service fee up to a maximum of 85% of said dues shall be charged and deducted for non-members in the bargaining unit.

ARTICLE 5
MANAGEMENT'S RIGHTS

Except to the extent expressly modified by a provision of applicable law and a provision of this contract, the City of Rahway reserves and retains, solely and exclusively, all of its statutory and common law rights to manage the operation of the Departments of the City of Rahway, as such rights existed prior to this or any other agreement with the Union. The sole and exclusive rights of the City of Rahway shall include, but are not limited to, its right to determine the existence or non-existence of needs or facts which are the basis for the existence or structure of any Department; rights to management decisions establishing or continuing policies, practices or procedures for the conduct of any Department and their services to the citizens of Rahway, and from time to time, change or abolish such practices or procedures; to comply with the public's "right to know" and established accountability methods, such as electronic or mechanical time-worked recording devices, as the efficient governing of the City and the aforesaid compliance require; its right to determine, and from time to time, redetermine the number, locations and types of its officers and employees or to discontinue any performance by officers of employees of the City of Rahway; to determine the number of hours per day or week any operation of any Department may be carried on; to select and determine the number and types of employees required; to assign to such employees in accordance with the requirements determined by the Departments and City management authorities; to establish training programs and upgrading requirements for employees; to establish and change work schedules and assignments; to transfer, promote or demote employees for just cause, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons, to determine the facts of lack of work; to establish, continue, alter and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees for just cause; and to otherwise take such measures as may be determined as necessary for the orderly and efficient operation of City Departments and City government in general, and for the public health, safety and welfare, provided that nothing herein shall prevent an employee from presenting, a grievance for an alleged violation of any specific article or term of this Agreement.

ARTICLE 6
INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purposes of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Employer's working schedule. Authorized agents of the Union are required to obtain written authorization from the Director of Public Safety, or his designee, prior to gaining access to the 9-1-1 Center, located in the Headquarters of the City's Police Department.

ARTICLE 7
SHOP STEWARDS

1. The Employer recognizes the right of the Union to designate one (1) shop steward and one (1) alternate.
2. The authority of the shop steward and the alternate, so designated by the Union, shall be limited to, and shall not exceed the following duties and activities:
 - a. The investigation and presentation of grievances in accordance with the provisions of the collective negotiation agreement;
 - b. The collection of dues when authorized by appropriate Union action;
 - c. The transmission of messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information:
 1. Have been reduced in writing, or;
 2. If not reduced in writing, are of a routine nature
3. The Employer recognizes these limitations upon the authority of the shop steward and alternate and shall not hold the Union liable for any unauthorized acts.
4. The steward shall be permitted to investigate, present and process grievances on or off the property of the Employer without loss of time or pay. Such time spent in handling grievances shall be during normal working hours, and after receiving approval from his/her immediate superior, which approval shall not be reasonably withheld, and such hours shall be considered working hours in computing daily and/or weekly overtime.

5. The Union shall notify the City, in writing, as to the names of the shop steward and alternate and any changes as they occur.

6. The City shall permit the shop steward and alternate shop steward to attend two (2) days of O.P.E.I.U. conferences or seminars without loss of pay.

ARTICLE 8

GRIEVANCE & ARBITRATION PROCEDURE

1. A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties, hereto, relating to any matter of wages, hours and working conditions or any dispute between the parties involving interpretation or application of any provision of this Agreement.

2. An aggrieved employee shall present his grievance, in writing, to the Employer within ten (10) days of its occurrence or such grievance will be deemed waived.

3. In event of such grievance, the steps hereafter set forth shall be followed

STEP 1 - The employee and the steward, or the employee individually, but in the presence of a steward, shall take up the complaint with the grievant's immediate supervisor. In the event the complaint is not satisfactorily settled within five (5) working days, the employee or the steward may forward the grievance to the next step in the procedure.

STEP 2 - The steward will discuss the grievance with the head of the department involved. In the event the grievance is not satisfactorily adjusted within five (5) working days, the grievance may be appealed at the next step.

STEP 3 - The Union representative and the Employer representative or any such designated person shall meet to discuss the grievance within ten (10) working days at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within ten (10) working days, the grievance, may be taken to arbitration by either party, upon notice to the other party.

4. If at any time the aggrieved employee appeals his grievance before the State Civil Service Commission, then from that point in time, the grievance and arbitration procedure can no longer be utilized to adjust the subject grievance. It is understood by and between the parties that major disciplinary action is not subject to this grievance and arbitration procedure.

5. Any incidents of disciplinary action that constitute "major discipline," as defined by the State Civil Service Commission, may be appealed to the State Civil Service Commission only.

6. If in any of the foregoing steps either party fails to carry out the procedure involved in these steps, the other party may take the dispute to arbitration, except with grievances where the State Civil Service Commission is granted exclusive jurisdiction.

7. Upon exhaustion of the grievance procedure as set forth above and unless the Civil Service Commission's Rules and Regulations require otherwise, either party may apply to the New Jersey Public Employees Relations Commission for the appointment of an arbitrator. The decision of the arbitrator shall be final and binding. The expenses shall be borne equally by the parties of this Agreement. The arbitrator shall not have the power to in any way add to, delete from or modify the Agreement.

ARTICLE 9 **SEPARATION OF EMPLOYMENT**

1. Upon discharge, the Employer shall pay all money, including vacation pay, due to the employee. Upon resigning, the Employer shall pay all money due to the employee, including vacation pay, on the payday in the week following such resignation.

2. For the purpose of calculating the payments described above, the City shall compensate the employee on a pro-rated basis for all time worked during the calendar year in which the employee becomes separated from employment with the City of Rahway.

ARTICLE 10 **DISCHARGE OR SUSPENSION**

1. The Employer shall not discharge nor suspend any employee without just cause in all cases involving the discharge or suspension of any employee, the Employer must immediately notify the employee, in writing, of his discharge or suspension and the reasons therefore. Such written notice shall also be given to the

shop steward, and a copy mailed to the Union Office within one (1) working day from the time of discharge or suspension.

2. In respect to discharge or suspension, the Employer must give at least one (1) warning notice of the specific complaint against such employee, in writing, when it is practicable to do so, and a copy of the same to the Union and the shop steward. The warning notice, as herein provided, shall not remain in effect for a period of more than six (6) months from the date of the occurrence upon which the complaint and warning notice are based.

3. Notice of appeal from discharge or suspension must be made to the Employer, in writing, within ten (10) days from the date of discharge and/or suspension.

4. Should it be proven that an injustice has been done to a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance machinery as herein set forth.

5. Nothing in this Article shall supersede or add to the State Civil Service Commission's Rules and regulations concerning and suspensions of more than five (5) days.

ARTICLE 11 **UNION BULLETIN BOARD**

The Employer agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union.

ARTICLE 12 **NON-DISCRIMINATION**

1. Neither the Employer nor the Union will discriminate against any employee, or those seeking employment in accordance with federal and state law governing employment discrimination.

2. Any employee member of the Union, acting in any official capacity whatsoever, shall not be discriminated against for his acts as such officer of the Union, so long as such acts do not interfere with the conduct of the Employee's business, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE 13
WORK ASSIGNMENTS

1. The Employer agrees to respect the jurisdictional rules of the Union, and shall not direct or require their employees or persons other than the employees in the bargaining unit involved to perform work which is recognized as the work of the employees in said unit.

2. The Employer agrees not to direct or require an employee to perform any work other than work prescribed of the individual employee classification, unless otherwise specifically provided for in this Agreement; however, this provision shall not restrict the Employer for making temporary work assignments for the purpose of training or for temporary emergency needs, but this provision shall not be used by the Employer to circumvent the terms of this Agreement or to deny employees the opportunity to earn wages.

ARTICLE 14
NOTIFICATION TO THE UNION

1. The Employer will notify the Union, in writing, of all layoffs, promotions, demotions, transfers, suspensions, and discharges. The Employer will notify the Union, in writing, prior to layoff.

2. The Employer will provide the Union with an updated list of covered employees, showing name, address, classification and social security number.

3. The Employer will notify the Union of additions and deletions to the payroll of covered employees as they occur.

ARTICLE 15
PROBATIONARY PERIOD

All newly hired permanent employees shall serve a probationary period of ninety (90) calendar days, except for laborers, which shall be one hundred twenty (120) calendar days. During this probationary period, the Employer reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the grievance and arbitration provisions of this agreement.

ARTICLE 16
SENIORITY

1. Seniority shall mean a total of all periods of permanent employment within the department covered by this Agreement.
2. An employee shall lose seniority rights for any one of the following reasons:
 - a. Voluntary resignations;
 - b. Discharge for just cause;
 - c. Failure to report to work for five (5) working days. (Employer may require sustaining proof if illness or accident)
3. An employee rehired after termination for any one of the reasons set forth in "2" above, shall not be entitled to any benefits earned as a result of seniority or under seniority rights during prior terms of employment, except where otherwise specifically required by law, nor shall said employee be given credits for prior periods of employment for purposes of computing benefits, except where specifically required otherwise by law. Management discretion on salary rates in such cases shall be the same as for new hirings.

ARTICLE 17
LAYOFFS & RECALLS

The City may reduce the work force pursuant to State Civil Service Commission's Rules and Regulations, specifically N.J.A.C. 4A:8.1-1, et seq. A laid-off employee shall have preference for reemployment for a period of life pursuant to N.J.A.C. 4A:8-2.3.

ARTICLE 18
PROMOTIONS AND TRANSFERS

1. Civil Service Commission rules and regulations governing procedures for promotions shall be followed where applicable. It is the intention of the Employer to fill job vacancies from within the negotiations unit before hiring new employees, provided unit employees are available and qualified to fill the vacancy.

2. Notice of all vacancies shall be posted in the bulletin boards. This notice shall remain on the bulletin board for eleven (11) working days and will include job title, pay grade and a brief description of job duties, including qualifications and necessary skills. Only those employees who make application during the eleven (11) days will be considered for the job and will be permitted to file a grievance against the final selection. The City agrees to post entry level job openings for informational purposes only. Applications for a posted position shall be made by presentation of a written application for same to the employee's Department Head or Shop Steward.

3. Unless existing statutes give specific preference otherwise, vacancies shall first be offered to the most senior qualified employee who bids from the next lower pay grade classification within the promotional unit in which the vacancy exists. If no such person exists, then the job shall be offered to most senior qualified employee in classification of equal pay grade or the next lower pay grade in the remaining promotional units.

4. The successful bidder shall receive a trial period of ninety (90) days after the employee is permanently certified in the new position. Such employee shall be compensated at the rate of pay of his new classification. The employee's new pay rate shall be the rate step within the new classification which is immediately higher than the employee's old rate step.

5. The Union and the employee will be kept advised of the progress made in the learning of the new assignment. The employee will be given every assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these requirements within the probationary period, he shall be returned to his former classification and shall assume seniority and pay as though he had never left his old classification.

6. Promotions made shall be to the step in the salary range which represents a minimum of a 2% increase over the promoted employee's previous base salary.

ARTICLE 19
DEMOTIONS AND LAYOFFS

Layoffs and demotions shall be effectuated in accordance with Civil Service Commission rules and regulations, where applicable.

The parties agree to meet to negotiate other alternatives to layoffs.

ARTICLE 20
HOURS OF WORK - NON-PUBLIC SAFETY TELECOMMUNICATORS

1. The Employer agrees to schedule each employee for seven (7) hours of work each day and for thirty-five (35) hours of work each week, Monday through Friday inclusive. There shall be no split shifts. Part-time employees shall be paid only for hours worked.

2. The Employer shall allow a one (1) hour lunch period each day.

3. The Employer agrees to allow an additional paid one-half (½) hour lunch period whenever an employee is required to work ten and a half (10½) consecutive hours, and an additional paid one-half (½) hour lunch period for each subsequent four (4) hours of work.

4. The Employer agrees to compensate employees with a meal allowance of seven dollars and fifty cents (\$7.50) for overtime lunch period.

5. The Employer agrees to guarantee each full-time employee a minimum of seven (7) hours of work or pay in lieu thereof each day, Monday through Friday.

6. The parties agree that work schedules and overtime pay shall be in accordance with recent changes and rulings pertaining for federal law and regulations.

ARTICLE 20-A
HOURS OF WORK - PUBLIC SAFETY TELECOMMUNICATORS

1. Public Safety Telecommunicators shall work a "four days on/fours days off" work schedule.
2. Each twenty-four (24) hour day shall be divided into three (3) shifts, as follows:

Where no Public Safety Telecommunicators are on vacation:

Day Shift	6:00 a.m. - 5:00 p.m.
Afternoon Shift	1:00 p.m. - 12:00 a.m.
Night Shift	7:00 p.m. - 6:00 a.m.

Where a Public Safety Telecommunicator is on vacation:

Day Shift	6:00 a.m. - 5:00 p.m.
Night Shift	5:00 p.m. - 4:00 a.m.

3. Each Public Safety Telecommunicator is entitled to a one (1) hour lunch period per shift.
4. For every four (4) hours a Public Safety Telecommunicator works in addition to and immediately following his/her regular shift, that individual shall be entitled to a fifteen (15) minute break period.
5. The parties agree that work schedules and overtime pay shall be in the accordance with recent changes and rulings pertaining for federal law and regulations.
6. Effective July 1, 2000, currently employed Public Safety Telecommunicators will receive a one-time payment of \$1,500.00 added into the Public Safety Telecommunicator's base salary. The \$1,500.00 will be effective after the application of the July 1, 2000 annual increase set forth in Article 21, Paragraph 2. The \$1,500.00 will remain in the Public Safety Telecommunicator's base salary for any future negotiated increases.

ARTICLE 21
RATES OF PAY

1. Effective July 1, 1995, there shall be a new salary structure as set forth in Schedule "A" attached hereto. With the exception of Range R4 the salary ranges shown herein shall consist of five (5) steps from minimum to maximum with each step representing an increment of one (1) additional year's service. A year's service shall be determined utilizing the calculation set forth in Article 27, Section 1 of this Agreement.
2. Salary Range R4 shall be a seven (7) step salary range and shall consist of two separate step

systems; the first for those in the R4 range hired prior to January 1, 1985, the second for those hired after that date.

3. Those employees working as Clerk Typist on July 1, 1995, and who were within the R4 range under the 1992-1995 Agreement, and who are promoted to Senior Clerk Typist during the term of this Agreement shall move to the top of the R4 Range under this Agreement. Said salary shall remain fixed for the life of this Agreement.

4. The following increases shall be added to the base salary of each employee in the bargaining unit:

January 1, 2015	1.25%
January 1, 2016	2.0%
January 1, 2017	2.0%
January 1, 2018	2.0%
January 1, 2019	2.0%

a. Employees hired after July 1, 2011 will not progress through the steps. The salary for employees hired after July 1, 2011 shall be set forth in Schedule A of the new agreement and they shall be equal to the starting salary in each range in the prior contract.

b. The parties agree that the 2015/2019 collective negotiations agreement may be reopened on or after January 1, 2017, solely to allow the parties to negotiate over the cost of health benefits as provided in Article 33 due to the impact of the Affordable Care Act.

5. By execution of this Agreement, the Employer and the employees agree that the salaries and job titles established hereby are accurate and correct.

ARTICLE 22
WORKING AT DIFFERENT RATES

An employee assigned to a classification with a higher rate of pay for three (3) or more consecutive working days shall be compensated for all time so worked at the rate of the same step of the salary range next higher than the range of said employee's permanent classification.

Female Public Safety Telecommunicators may be required to undergo training and to become certified as Police Matrons. Those Public Safety Telecommunicators certified as Police Matrons may be required, while on duty and as part of their job duties, to serve as matrons for the Rahway Police Department. For any time

spent performing matron duties, that Public Safety Telecommunicator will receive her appropriate hourly rate of pay for that time, plus the difference between the appropriate hourly rate and \$25.00 (the hourly rate currently paid Police Matrons). When called in off duty to act as Police Matrons employees shall receive a two (2) hour minimum. The provisions of this paragraph apply only to those occasions when a Public Safety Telecommunicator, while actively performing her duties as such, is assigned to matron duties.

ARTICLE 23
PREMIUM PAY

All overtime pay shall be at the rate of one and one-half (1½) times the straight time hourly rate, with the exception of time spent in the service of the Employer on any Sunday which shall be paid at two (2) times the straight time hourly rate. The straight time hourly rate for full-time employees shall be computed by dividing the annual base salary by 2,080.

Public Safety Telecommunicators are not eligible for premium pay for work performed on Sundays.

ARTICLE 24
PAYDAY

1. The City shall have the option to change the pay system to a twice monthly system and shall do so, provided no other affected bargaining unit fails to agree to same. The pay day will be the 13th and the 27th of each month. If pay fails on Saturday, checks will be paid on Friday, if pay day falls on Sunday, employees will be paid on Monday.

2. When pay falls on a holiday, then the preceding work day will be pay day.

3. Overtime pay will be by separate check on the second pay of each month.

4. All Employees will be paid pursuant to a system of direct deposit.

ARTICLE 25

HOLIDAYS - NON-PUBLIC SAFETY TELECOMMUNICATORS

1. The Employer agrees to pay each employee seven (7) hours pay, without working for each of the following holidays:

New Year's Day	Columbus Day
President's Day	Veteran's Day
Martin Luther King's Day	General Election Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

(Plus any holiday declared by either the President, the Governor, or Mayor)

2. Any holiday which falls on Saturday shall be celebrated on the proceeding Friday. Any holiday which falls on Sunday shall be celebrated the following Monday.

3. Christmas Eve Day and New Year's Eve Day shall be holidays when Christmas or New Year's Day do not fall on a Sunday or Monday.

ARTICLE 25-A
HOLIDAYS - PUBLIC SAFETY TELECOMMUNICATORS

Each Public Safety Telecommunicator shall be compensated with thirteen (13) paid holidays to be bid on the basis of seniority. If a holiday falls on a Public Safety Telecommunicator's regularly scheduled day off, or chosen vacation period this shall not preclude him/her from receiving his/her full compliment of holidays per year.

Said holidays are as follows:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Good Friday	Thanksgiving Day
Easter	Christmas Day
Memorial Day	President's Day
Independence Day	Election Day
Labor Day	

B. Public Safety Telecommunicator's holiday time must be taken either in conjunction or not in conjunction with vacation time--in blocks of four (4) days, unless otherwise authorized by the Director of Public Safety or his designee. Such authorization will not be withheld unreasonably.

C. Each Public Safety Telecommunicator shall be compensated at the conclusion of the calendar year for any holiday time not taken during the preceding year, provided that unused holiday time resulted from the City's denial of same due to exigent circumstances.

ARTICLE 26
VACATIONS

1. Vacation entitlement shall be based on the employee's total employment seniority accrued to December 31st. Employees, commencing employment with the City of Rahway on or after the 1st day of January, but on or before the 30th day of June of any year, shall be given credit, for the purpose of vacation entitlement, with one full year's employment. Employees commencing employment with the City of Rahway on or after the 1st day of July of such year but on or before the 31st day of December of such year shall not, for the purpose of vacation be credited with any time for such year.

2. Vacation pay shall be based on seven (7) hours straight time pay for Non-Public Safety Telecommunicator employees, and ten (10) hours straight pay for Public Safety Telecommunicators, for each day of vacation.

TOTAL EMPLOYMENT SENIORITY VACATION ENTITLEMENT

- a. For employees hired prior to July 1, 2011
- | | |
|------------------------|---|
| Less than one (1) year | One (1) day for each month of employment |
| One (1) year | Twelve (12) days |
| More than one (1) year | Twelve (12), plus one (1) day for each additional year of employment up to maximum of twenty-five (25) days |
- b. For employees hired after July 1, 2011
- | | |
|------------------------|---|
| Less than one (1) year | .83 days for each month of employment for a maximum of ten (10) days |
| More than one (1) year | Ten (10) days plus one (1) day for each additional year of employment up to maximum of twenty (20) days |

3. Vacations may be scheduled throughout the calendar year.

4. Vacation schedules by Department shall be posted by April 15th of each year. The parties shall clarify and agree to provisions for allowing use of vacation time by days at time departmental operations will not be impaired.

5. In each Department, preference for selection shall be awarded employees in the order of greatest total employment seniority in the bargaining unit. In order to comply with selection of vacations by total

employment seniority, the City shall maintain the right to assign personnel during vacation, as the efficient governing of the City requires.

6. In the event a holiday, named in this Agreement, falls during a Non-Public Safety Telecommunicator employee's vacation period, such Non-Public Safety Telecommunicator employee shall receive an additional day's vacation.

7. Vacation pay will be paid on the pay day prior to the start of the vacation period, upon request of the individual employee.

8. Vacation time from any given year may be held over to the following year, provided that the request is made in writing to the Business Administrator in that given year and such request is approved in writing by the Business Administrator.

9. Vacation time must be taken by Public Safety Telecommunicator employees--either in conjunction with or not in conjunction with holiday time--in blocks of four (4) days unless otherwise authorized by the Director of Public Safety or his designee. Such authorization will not be withheld unreasonably.

ARTICLE 27 **PERSONAL DAYS - NON-PUBLIC SAFETY TELECOMMUNICATORS**

Effective January 1, 2004, Employees shall be entitled to four (4) days leave per year for personal business. Prior to using any such leave, employees shall obtain the approval of the Department Head, which approval shall not be unreasonably withheld. A minimum of twenty-four (24) hours notice to the appropriate Department Head is required for use of a personal day(s).

All employees hired after July 1, 2011 will receive two (2) personal days a year.

ARTICLE 27-A **PERSONAL DAYS - PUBLIC SAFETY TELECOMMUNICATORS**

Effective January 1, 2004, Public Safety Telecommunicators shall be entitled to four (4) leave days per year for personal business. Prior to using any such leave, employees shall obtain the approval of their

Department Head, which approval shall not be unreasonably withheld. A minimum of twenty-four (24) hours notice to the appropriate Department Head is required for use of a personal day(s).

All employees hired after July 1, 2011 will receive two (2) personal days a year.

ARTICLE 28
SICK LEAVE - NON-PUBLIC SAFETY TELECOMMUNICATORS

1. Employees on the payroll as of December 31st of the preceding year shall be entitled to fifteen (15) sick leave days, at the beginning of each calendar year without loss of pay.
2. Employees hired after January 1st shall be entitled to 1.25 sick leave days for each month of employment, without loss of pay.
3. Any employee's entitlement to accumulated pay for sick leave shall be prorated during the year for the employee's last year of employment with the City based on the amount of time the employee served during that calendar year.
4. The City shall implement a new sick leave verification policy at its expense.
5. Starting January 1, 2015, sick time earned will accumulate but will not be used as terminal leave and **cannot** be applied to terminal leave under Article 30 regardless of an employee's date of hire, nor used to extend retirement date.
6. Accumulated sick leave for employees hired prior to July 1, 2011 will be capped at the number of sick days accumulated in their sick time bank as of June 30, 2011. (Sick time was non-accumulative from July 1, 2011 through December 31, 2014).

ARTICLE 28-A
SICK LEAVE – PUBLIC SAFETY TELECOMMUNICATOR

1. Employees on the payroll as of December 31st of the preceding year shall be entitled to twelve (12) sick leave days, at the beginning of each calendar year without loss of pay.
2. Employees hired after January 1st shall be entitled to one (1) sick leave day for each month of

2. Hospitalization benefits, as paid by the City in accordance with Chapter 2, P.L. 2010 and Chapter 78, P.L. 2011, shall be continued for members retired on pension, provided as follows:

- a. That this benefit is subject to the rules, regulations and provisions of the New Jersey Division of Pension;
- b. That the retired member is eligible to enroll for said coverage through the New Jersey Division of Pension and does so enroll;
- c. The member is not eligible for significantly similar coverage by virtue of other employment or by virtue of coverage through a family member;
- d. The member has enrolled in other government coverage for which they are eligible as their primary insurance; for example, Medicare;
- e. Health insurance benefits shall be continued for employees who retire with twenty-five (25) years in the Public Employee Pension System and twenty-five (25) years of service with the City of Rahway and their eligible dependents at the time of retirement through any insurance carrier chosen by the City, as long as said benefits are equal to or better than what is provided to active employees, or as long as said benefits are equal to or better than those made available through the New Jersey State Health Benefits Program. Employees who reach sixty-five (65) years of age shall enroll in Medicare Part A and B which will become their primary health insurance. Employees shall be reimbursed at 100% of the cost of Medicare Part B;
- f. Coverage terminates upon the retiree's death. Any surviving spouse may continue to maintain coverage through the City at his/her own expense.

3. The City shall provide an eye examination by an eye doctor for all unit employees one (1) time every two (2) years. The City shall allow up to \$150.00 one time every two (2) years for eyeglasses or lens required by such employee.

4. The City shall maintain a dental insurance plan and a prescription drug plan for all full-time unit employees. The prescription drug plan shall have a co-payment of \$3.00 for generic drugs and \$10.00 for brand name drugs.

ARTICLE 33 **FUNERAL LEAVE**

1. The Employer agrees to grant an employee a funeral leave with full pay when a death occurs in the employee's immediate family.

2. The employee's immediate family is considered to include: spouse, domestic partner/civil union partner, children, brother, sister, parents, parents-in-law, stepfather, stepmother, brother-in-law, sister-in-law,

grandparents or grandchildren of the employee or spouse. Only employees who have obtained a New Jersey Certificate of Domestic Partnership or have entered into a Civil Union shall be entitled to such benefits.

3. This provision also applies for any other relative which resides with the employee.

4. Funeral leave with pay shall not exceed four (4) working days and shall terminate the day following the funeral.

5. The employer may request submission of proof.

6. Additionally, funeral leave up to one (1) day may be granted for the purpose of attending the funeral of a natural aunt or uncle or spouse of same.

ARTICLE 34 **SPECIAL LICENSES**

The Employer shall pay the fee for the grant or renewal of any special licenses which the employee is required by law to have in the performance of the duties and responsibilities covered by this job classification (NOTE: See Addendum #1).

Each Public Safety Telecommunicator shall be required annually to obtain an American Heart Association Provider B or American Red Cross Community Level CPR certification. These certifications will be obtained at no cost to the City provided the City runs or makes the required training available to the Public Safety Telecommunicators.

Each Public Safety Telecommunicator shall also complete an annual eight (8) hour in-service training during each year of employment. Each Public Safety Telecommunicator shall receive compensation at their regular rate of pay for time spent in this in-service.

ARTICLE 35 **JURY DUTY**

1. An employee who is called to jury duty shall immediately notify the Employer.

2. An employee who is excused from jury duty service on any day shall report for work on such

ARTICLE 40
COURT APPEARANCES

Meals and mileage expenses shall be paid to off-duty Public Safety Telecommunicators while attending court outside the City in connection with a matter arising out of his/her employment with the City, if the Director of Public Safety does not provide transportation and the Director of Public Safety determines that it is not practical to have a meal at home meals expenses shall be paid by the City at a rate of \$7.00 for dinner, \$5.00 for lunch, and \$3.00 for breakfast, when approved by the Director of Public Safety.

Mileage expense shall be paid by the City at the current published IRS mileage reimbursement rate per mile if the Director of Public Safety determines such transportation is necessary and does not provide the same. All time spent in connection with such Court appearances will be compensated at the employee's regular hourly rate of pay.

ARTICLE 41
UNIFORMS

Newly-hired Public Safety Telecommunicators will be provided with a uniform voucher in the amount of \$300.00 with which to purchase two (2) pair of uniform pants and four (4) uniform shirts and any other required clothing. Each year thereafter, Public Safety Telecommunicators will have a \$200 replacement clothing uniform allowance. To receive reimbursement, employees shall submit an original receipt.

ARTICLE 42
LEGAL REFERENCE

1. Nothing contained in this Agreement shall alter the authority conferred by law, ordinance, resolution or administrative code, upon any City official or in any way reduce or abridge such authority. This Agreement shall be construed as requiring City officials to follow the terms contained herein to the extent that they are applicable in the exercise of the responsibilities conferred upon them by law.

2. Nothing contained, herein, shall be construed to deny or restrict to any employee such rights as

he may have under applicable law.

ARTICLE 43
MAINTENANCE OF STANDARDS

Protection of Conditions: The Employer agrees that all conditions of employment relating to wages, salaries, hours of work and benefits shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of the error. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

ARTICLE 44
PROFESSIONAL ACHIEVEMENT INCENTIVE PROGRAM

The City will pay 100% of all requested and approved courses and certifications required to maintain or improve an employee's appointed title and position including, but not limited to Continuing Education Credits, training classes, and certification classes. Employees must obtain prior approval for courses from both the Department Head and Business Administrator which will be granted or denied at the Department Head's and/or Business Administrator's sole discretion.

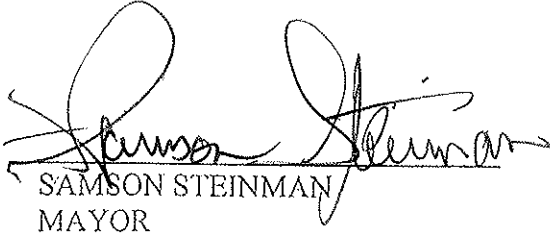
ARTICLE 45
TERMINATION CLAUSE

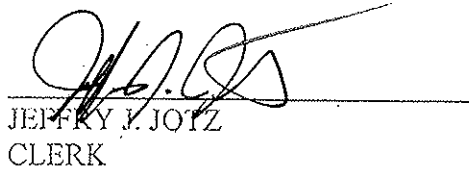
This Agreement shall be in full force and effect from the 1st day of January, 2015 up to and including December 31, 2019, and shall continue from year to year thereafter, unless and until written notice of a desire to

cancel or terminate the agreement is served by either party upon the other, at least sixty (60) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 9th day of Sept of 20 15.

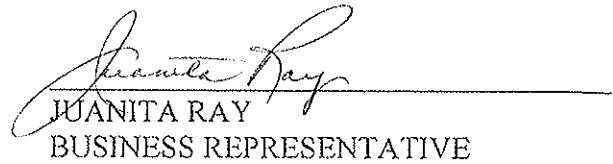
CITY OF RAHWAY


SAMSON STEINMAN
MAYOR


JEFFRY V. JOTZ
CLERK

LOCAL 32 OFFICE AND
PROFESSIONALS EMPLOYEE
INTERNATIONAL UNION


SHARON EASTWICK
SECRETARY-TREASURER


JUANITA RAY
BUSINESS REPRESENTATIVE


ATHENA MIMIKOS
SHOP STEWARD


MONA JOHNSON
SHOP STEWARD

SCHEDULE A

WAGES – EMPLOYEES HIRED PRIOR TO 7/1/11

CLASSIFICATION **1A**
Sr. Sanitary Inspector

<u>Effective</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
January 1, 2015	69,813	70,882	71,951	73,022	74,090
January 1, 2016	71,210	72,300	73,390	74,482	75,571
January 1, 2017	72,634	73,746	74,858	75,972	77,083
January 1, 2018	74,086	75,221	76,355	77,491	78,625
January 1, 2019	75,568	76,725	77,883	79,041	80,197

CLASSIFICATION **2A**
Sanitary Inspector

<u>Effective</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
January 1, 2015	65,841	66,910	67,979	69,048	70,117
January 1, 2016	67,158	68,248	69,339	70,429	71,519
January 1, 2017	68,501	69,613	70,726	71,838	72,950
January 1, 2018	69,871	71,006	72,140	73,274	74,409
January 1, 2019	71,269	72,426	73,583	74,740	75,897

CLASSIFICATION **3A**
Technical Assistant to Construction Official

<u>Effective</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
January 1, 2015	49,804	51,049	52,294	53,540	54,785
January 1, 2016	50,800	52,070	53,340	54,610	55,880
January 1, 2017	51,816	53,112	54,407	55,703	56,998
January 1, 2018	52,853	54,174	55,495	56,817	58,138
January 1, 2019	53,910	55,257	56,605	57,953	59,301

CLASSIFICATION **4A**
Public Health Nurse

<u>Effective</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
January 1, 2015	46,500	47,576	48,647	49,717	50,786
January 1, 2016	47,430	48,528	49,620	50,711	51,802
January 1, 2017	48,379	49,499	50,612	51,725	52,838
January 1, 2018	49,346	50,489	51,624	52,760	53,894
January 1, 2019	50,333	51,498	52,657	53,815	54,972

CLASSIFICATION **5A**
 Senior Public Safety Telecommunicator

<u>Effective</u>	
January 1, 2015	44,194
January 1, 2016	45,077
January 1, 2017	45,979
January 1, 2018	46,899
January 1, 2019	47,837

CLASSIFICATION **6A**
 Public Safety Telecommunicator Trainee
 Public Safety Telecommunicator

<u>Effective</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
January 1, 2015	32,593	34,404	36,214	38,025	39,835
January 1, 2016	33,245	35,092	36,938	38,785	40,632
January 1, 2017	33,909	35,794	37,677	39,561	41,444
January 1, 2018	34,588	36,510	38,430	40,352	42,273
January 1, 2019	35,279	37,240	39,199	41,159	43,119

CLASSIFICATION **R1**
 Administrative Secretary

<u>Effective</u>	
January 1, 2015	49,542
January 1, 2016	50,532
January 1, 2017	51,543
January 1, 2018	52,574
January 1, 2019	53,625

CLASSIFICATION **R2**
 Clerk Stenographer 3 (*formerly Principal Clerk Stenographer*)
 Keyboarding Clerk 3 (*formerly Principal Clerk Typist*)
 Clerk 3 (*formerly Principal Assessing Clerk*)
 Clerk Stenographer 2 (*formerly Clerk Stenographer hired prior to 6/1/99*)
 Violations Clerk

<u>Effective</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
January 1, 2015	44,294	45,362	46,430	47,502	48,570
January 1, 2016	45,180	46,269	47,358	48,452	49,542
January 1, 2017	46,084	47,195	48,305	49,421	50,532
January 1, 2018	47,005	48,138	49,272	50,410	51,543
January 1, 2019	47,945	49,101	50,257	51,418	52,574

CLASSIFICATION**R3**

Clerk 2 (*formerly Senior Clerk*)
 Keyboarding Clerk 2 (*formerly Senior Clerk Typist*)
 Clerk Stenographer 2 (*formerly Senior Clerk Stenographer*)
 Clerk 2 (*formerly Senior Tax Clerk*)
 Clerk 2 (*formerly Senior Assessing Clerk*)
 Registrar of Vital Statistics
 Clerk 1 (*formerly Tax Clerk hired prior to 5/1/93*)
 Clerk 1 (*formerly Clerk hired prior to 8/1/88*)

<u>Effective</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
January 1, 2015	43,296	44,367	45,435	46,504	47,573
January 1, 2016	44,162	45,254	46,344	47,434	48,524
January 1, 2017	45,045	46,160	47,270	48,383	49,495
January 1, 2018	45,946	47,083	48,216	49,350	50,455
January 1, 2019	46,865	48,024	49,180	50,337	51,494

CLASSIFICATION**R4****Date of hire prior to 1/1/04**

Clerk 1 (*formerly Clerk*)
 Keyboarding Clerk 1 (*formerly Clerk Typist*)
 Deputy Registrar of Vital Statistics

<u>Effective</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
January 1, 2015	37,828	38,895	39,961	41,030	42,103
January 1, 2016	38,585	39,673	40,760	41,851	42,945
January 1, 2017	39,356	40,466	41,576	42,688	43,804
January 1, 2018	40,144	41,275	42,407	43,542	44,680
January 1, 2019	40,946	42,101	43,255	44,412	45,573

CLASSIFICATION**R4****Date of hire after 1/1/04**

Clerk 1 (*formerly Clerk*)
 Keyboarding Clerk 1 (*formerly Clerk Typist*)
 Clerk 1 (*formerly Tax Clerk*)
 Violations Clerk
 Clerk Stenographer 1 (*formerly Clerk Stenographer*)

<u>Effective</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
January 1, 2015	33,329	34,400	35,467	36,536	37,548
January 1, 2016	33,995	35,088	36,176	37,266	38,299
January 1, 2017	34,675	35,790	36,900	38,012	39,064
January 1, 2018	35,369	36,506	37,638	38,772	39,846
January 1, 2019	36,076	37,236	38,390	39,547	40,643

WAGES – EMPLOYEES HIRED AFTER 7/1/11

CLASSIFICATION 1A
Sr. Sanitary Inspector

Effective

January 1, 2015	69,813
January 1, 2016	71,210
January 1, 2017	72,634
January 1, 2018	74,086
January 1, 2019	75,568

CLASSIFICATION 2A
Sanitary Inspector

Effective

January 1, 2015	65,841
January 1, 2016	67,158
January 1, 2017	68,501
January 1, 2018	69,871
January 1, 2019	71,269

CLASSIFICATION 3A
Technical Assistant to Construction Official

Effective

January 1, 2015	49,804
January 1, 2016	50,800
January 1, 2017	51,816
January 1, 2018	52,853
January 1, 2019	53,910

CLASSIFICATION 4A
Public Health Nurse

Effective

January 1, 2015	46,500
January 1, 2016	47,430
January 1, 2017	48,379
January 1, 2018	49,346
January 1, 2019	50,333

CLASSIFICATION **5A**

Senior Public Safety Telecommunicator

Effective

January 1, 2015	44,194
January 1, 2016	45,077
January 1, 2017	45,979
January 1, 2018	46,899
January 1, 2019	47,837

CLASSIFICATION **6A**

Public Safety Telecommunicator Trainee
Public Safety Telecommunicator

Effective

January 1, 2015	32,593
January 1, 2016	33,245
January 1, 2017	33,909
January 1, 2018	34,588
January 1, 2019	35,279

CLASSIFICATION **R1**

Administrative Secretary

Effective

January 1, 2015	49,052
January 1, 2016	50,033
January 1, 2017	51,033
January 1, 2018	52,054
January 1, 2019	53,095

CLASSIFICATION **R2**

Clerk Stenographer 3 (*formerly Principal Clerk Stenographer*)
Keyboarding Clerk 3 (*formerly Principal Clerk Typist*)
Clerk 3 (*formerly Principal Assessing Clerk*)
Clerk Stenographer 2 (*formerly Clerk Stenographer hired prior to 6/1/99*)
Violations Clerk

Effective

January 1, 2015	44,294
January 1, 2016	45,180
January 1, 2017	46,084
January 1, 2018	47,005
January 1, 2019	47,945

CLASSIFICATION**R3**

Clerk 2 (*formerly Senior Clerk*)
 Keyboarding Clerk 2 (*formerly Senior Clerk Typist*)
 Clerk Stenographer 2 (*formerly Senior Clerk Stenographer*)
 Clerk 2 (*formerly Senior Tax Clerk*)
 Clerk 2 (*formerly Senior Assessing Clerk*)
 Registrar of Vital Statistics
 Clerk 1 (*formerly Tax Clerk hired prior to 5/1/93*)
 Clerk 1 (*formerly Clerk hired prior to 8/1/88*)

Effective

January 1, 2015	43,296
January 1, 2016	44,162
January 1, 2017	45,045
January 1, 2018	45,946
January 1, 2019	46,865

CLASSIFICATION**R4****Date of hire after 1/1/04**

Clerk 1 (*formerly Clerk*)
 Keyboarding Clerk 1 (*formerly Clerk Typist*)
 Deputy Registrar of Vital Statistics
 Clerk 1 (*formerly Tax Clerk*)
 Clerk Stenographer 1 (*formerly Clerk Stenographer*)

Effective

January 1, 2015	33,329
January 1, 2016	33,995
January 1, 2017	34,675
January 1, 2018	35,369
January 1, 2019	36,076