

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF RAHWAY, NEW JERSEY
ONE CITY HALL PLAZA
RAHWAY, NEW JERSEY 07065
-AND-
PBA LOCAL #31 OF RAHWAY
JANUARY 1, 2018-DECEMBER 31, 2023

TABLE OF CONTENTS

<u>Article</u>	<u>Page Number</u>
Agreement.....	1
Article I- Legal References.....	2
Article II- Recognition.....	3
Article III- Police Officer Rights.....	4
Article IV- Management Rights.....	6
Article V- Vacations and Holidays.....	7
Article VI- Leave of Absence.....	10
Article VII- Health Insurance.....	15
Article VIII- Other Benefits.....	17
Article IX- Overtime.....	21
Article X- Vacancies.....	23
Article XI- Compensation.....	24
Article XII- Working Conditions.....	31
Article XIII- Miscellaneous.....	35
Article XIV- Grievance Adjustment Procedure.....	37
Article XV- Rights and Responsibilities on Personnel Matters.....	40
Article XVI- Retention of Benefits.....	43
Article XVII- Term.....	44

**AGREEMENT BY AND BETWEEN
THE CITY OF RAHWAY, NEW JERSEY
AND
PBA LOCAL #31 OF RAHWAY, NEW JERSEY**

This is an agreement made and entered into Rahway, New Jersey this 1st day of January, 2018 pursuant to fair and lawful collective bargaining by and between the City of Rahway, New Jersey hereinafter referred to as the "City" or "Employer" and the Rahway Policemen's Benevolent Association Local #31, hereinafter referred to as the "PBA."

WITNESSETH

WHEREAS, the City and the PBA recognize and declare that providing quality police protection for the City is their mutual aim; and

WHEREAS, the City has an obligation, in accordance with Title 34:13A-1, et seq., to negotiate with the PBA as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement:

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

LEGAL REFERENCES

Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution or Administrative Code and Police Department Rules and Regulations upon any City official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring the 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.

Nothing contained herein shall be construed to deny or restrict to any police officer such rights as he may have under other applicable Laws and Regulations. The rights granted to police officers hereunder shall be deemed to be in addition to those provided elsewhere.

If any provisions of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of state and local law.

ARTICLE II

RECOGNITION

The City hereby recognizes the PBA as the sole and exclusive representative of all members of the Police Department, excluding the Chief of Police and all Civilian Dispatchers, for the purpose of collective negotiations with respect to terms and conditions of employment. The position of Captain is excluded from the bargaining unit except for the purposes of negotiating salary and paid benefits.

ARTICLE III

POLICE OFFICERS RIGHTS

In accordance with N.J.S.A. 34:13a-1, et seq. the City hereby agrees that every police officer shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the City undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any police officer in the enjoyment of any rights conferred by N.J.S.A. 34:13a-1, et seq. or other Laws of New Jersey or the Constitution of the United States; 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 PBA and its affiliates, his participation in any activities of the PBA and its affiliates, collective bargaining negotiation with the City, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

Elected representatives of the PBA shall be permitted off to attend negotiating sessions, grievance sessions, conventions, and meetings of the joint PBA Management Committee, provided the efficiency of the Department is not affected thereby.

A police officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of inspection. The City agrees to notify the individual police officer if any material derogatory to the police officer is placed in his personnel jacket. Police officers are entitled to copies of any personnel records, forms, or evaluations that they are required to sign, immediately after signing same.

A police officer shall enjoy the due process accorded citizens under Constitutional and Statutory

law and shall not be harassed, threatened or intimidated for exercising such rights. Management shall not abridge these rights in exercising its own rights to pursue criminal or departmental investigations and shall pursue such investigations as per applicable by law.

ARTICLE IV

MANAGEMENT RIGHTS

The City reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations: (a) to direct employees of the Department; (b) to hire, promote, transfer, assign and retain employees in positions in the Department, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the Department entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the Department in situations of emergency.

Nothing in this article shall be interpreted to deprive any employee's rights guaranteed to him or her by Federal or State Law, and all the rights enumerated in this Agreement.

The parties agree that the right to make reasonable rules and regulations shall be considered and acknowledged as the function of the employer except as such right may be modified by the terms of this Agreement.

ARTICLE V

VACATIONS AND HOLIDAYS

SECTION 1- VACATIONS

A. Earned vacations: Officers shall be entitled to vacations based on the length of time employed as hereinafter provided.

B. Number of days: Employees shall be entitled to one day of vacation time per month until the completion of one (1) year of service up to a maximum of twelve (12) days. After completion of one year of service, employees shall be entitled to 12 days of vacation time plus one day of vacation time for each year of service up to a maximum of 25 days of vacation time. Vacation time may be accumulated for one year only and only with the written authorization of the Director or Chief of Police and the Business Administrator.

C. Pay during vacation: All vacations shall be granted at annual salary rates.

D. Scheduling vacations: The Director or Chief of the Department shall allot vacation periods in order to assure orderly operation and adequate continuous service and will grant vacations in accordance with the desires of the officers in order of their seniority in rank.

E. Splitting of vacations: Employees shall be permitted to split vacations in a manner acceptable to the employer and PBA provided the concept of seniority order of selection is not jeopardized.

F. Rescheduled vacations: Officers shall take their vacations at the scheduled time; however, different periods of vacation may be taken if mutually acceptable to the Director or Chief and the officer. If unable to agree on a mutually acceptable rescheduled vacation and the officer is required by the Director or Chief to work during his vacation period, then in addition to his usual pay he shall receive vacation pay in lieu of vacation. In an emergency declared by the Mayor of the City, all vacations and paid holidays may be suspended until such emergency is declared over.

G. The practice of picking vacation by seniority shall continue. After all complete tours are selected patrolmen who have extra vacation days will have the option to convert all extra days to compensatory time based upon their work schedule as of January 1st of that year or select time in accordance with Department Policy.

SECTION 2 – HOLIDAYS

A. Designation of days: Each officer shall be compensated with fourteen (14) paid holidays, to be bid on the basis of seniority. If a holiday falls on an officer's regularly scheduled day off, this shall not preclude him from receiving his full complement of 14 holidays per year.

Said holidays are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Easter	Christmas Day
Memorial Day	Washington's Birthday
Independence Day	Election Day

B. Splitting of paid holidays: Employees shall be permitted to split holiday periods in a manner acceptable to the Employer and the PBA provided that the concept of seniority order of selection is not jeopardized.

C. Declaration of holidays by President, Governor or Mayor: If a general holiday is declared by the President of the United States, Governor of New Jersey or Mayor of the City, which is to be enjoyed by the Municipal Employees of the City, officers shall be entitled to such holiday in addition to those listed in Section 2A.

D. Personal Leave: Each officer shall be entitled to three (3) personal leave days annually, with pay, in addition to sick days, vacation time, holidays and other leave provided for herein. No employee may have more than one (1) personal day to use after December 15 of each

year. Personal leave days cannot be sold back for cash.

The following stipulation on the use of personal leave will apply to the Patrol Division:

1. One (1) Officer and one supervisor from the day shift and one Officer and one supervisor from the night shift (day and night shifts are defined below) will be permitted to bid by seniority on any one (1) of the six (6) days listed below provided overtime is not created as a result of the bidding process. Only one (1) personal day can be used by any Officer out of the six (6) days listed below unless no bid has been submitted for any one of those days. In the event no bid has been submitted for any of those days, an Officer, by seniority, may submit a request for a second personal day for that unused slot.

The bidding days are:

- (1) EASTER SUNDAY
- (2) JULY 4
- (3) THANKSGIVING
- (4) CHRISTMAS EVE
- (5) CHRISTMAS
- (6) NEW YEAR'S EVE

2. Bidding for the use of Personal Days for the above listed days will be completed by February first (1st) of the year bid for unless mutually agreed upon between the Chief of Police and/or his designee and the PBA.

3. Seniority will be based upon starting date of employment only.

4. The day shift will consist of the following assigned posts: 22, 23, 24, 25, 26, 27, 28, 29, 806, 807 and 804. The night shift will consist of the following assigned posts: 30, 31, 32, 33, 34, 35, 36, 37, 808, 809 and 805.

E. PBA Leave: Excluding time off for convention attendance, the State Delegate for the PBA shall be granted off 15 days per year to attend to PBA business and the President of the PBA shall be granted off 5 days to attend to PBA business.

ARTICLE VI

LEAVE OF ABSENCE

SECTION 1 - LEAVE OF ABSENCE

A. **Military leave:** As per the Ganley Decision of 2003, which states that the city grants a paid leave of absence for a one-year period from the time of activation. During that period the City shall pay the difference between the officer's salary and his military compensation. The officer shall provide documentation of his military salary and any future changes during the period covered by the agreement. The parties will recognize the existence of certain rights under N.J.S.A. 38:23-1, et seq. and the officer waives the right to compensation as provided therein. During the period of active military duty, the officer shall retain all of his other rights, privileges and benefits as an employee of the City and member of the PBA. In the event the officer is required to remain on active duty for a period beyond one (1) year, the parties agree to discuss an extension of his leave of absence, however, no additional leave of absence will be required to be granted by the employer and the granting of an extension for any employee shall not constitute a practice for future requests nor shall a denial for one employee constitute a practice for future requests. Upon release from active duty the officer shall be permitted to utilize up to 30 days of accrued leave time before returning to work. Where any officer is a member of the National Guard, Air National Guard or a reserve unit of any of the Armed Forces of the United States and is required to engage in field training and to attend meetings, he shall be granted a military leave of absence with pay for the period of such training or meeting. Such paid leave of absence shall not affect his vacation.

B. **Leave because of Death:** In case of death of a member of an officer's family, time off necessary to arrange for the funeral and to attend the service up to a maximum of 4 days' with

pay at the established annual salary rate shall be granted to the member. The officer's family shall include: brother in-law, sister-in law, mother in-law, father in-law and grandparents.

C. **Pregnancy** shall be treated no different than any other disability and leave shall be provided in accordance with appropriate terms and conditions. Unless certified otherwise, by appropriate physician, presumptive disability related to pregnancy shall be considered as thirty (30) calendar days prior to and thirty (30) calendar days following the delivery. Pregnant employees shall be eligible for and receive light duty (LD) assignments in a manner consistent with all other department employees.

Following the period of disability, childcare leave shall be provided as for other bargaining unit employees.

D. **Leave without pay:** The Director or Chief, on the request of an officer and after reasonable notice, may grant a six (6) month leave of absence without pay to said officer. Said leave may only be granted by the Director or Chief when he receives a written request signed by the officer. The Director or Chief may extend such leave for an additional six (6) months upon the approval of the governing body. In the event that leave without pay is denied by the Director or Chief, an officer has the option to file a grievance under Step B of the Grievance Procedures. Additional leave may be approved only with the consent of the Department of Civil Service. If, however, the said officer overstays such leave, his employment with the City shall be deemed to have terminated.

E. **Terminal leave:** An officer eligible for retirement with 25 years of service (including military leave and leave without pay) within the PFRS, shall immediately receive cash pay on a one to one ratio for the first 120 sick days that he may have accumulated with the City and on a one to three ratio for sick days he may have accumulated over and above the first 120

days and the said compensation shall be granted to him in one immediate cash payment or in January of the year after retirement, if he or she so chooses. On retirement, an employee shall be entitled to all vacation and holiday pay due in the retirement year, in addition to terminal leave.

The survivors, or if none, the estate of the deceased employee shall receive payment for time accumulated according to the same formula used for terminal leave. In addition to the accumulated sick leave provision, a retiree shall be compensated in full for his final years sick leave if he has not used any sick leave in the 12 months preceding the retirement date. If any sick leave has been so used, then the retiree shall be compensated for the final year's unused sick leave, pro-rated on a monthly basis (that is, dividing the number of months worked in the retirement year by 12 and multiplying the result by the unused sick days in the retirement year).

Officers intending to retire and receive the heretofore-cited benefit shall notify the City by December 1st of the calendar year immediately preceding the date of anticipated retirement. At the time of the notice the Officer must have filed his or her retirement application with the State of New Jersey Division of Pensions. The notice of retirement shall be irrevocable. Failure to notify in timely fashion shall necessitate the officer receiving said payment in the calendar year immediately following the date of retirement. In such case, however, the City shall transmit payment no later than July 15th of the following fiscal year.

F. **Terminal pay**, as per contract, shall be paid to any employee retiring on pension, with less than 25 years of service on a pro-rated basis based on years of service. The provision shall not apply to employees who vest their pension.

SECTION 2 - SICK LEAVE

A. **Number of days:** An officer is entitled to one day paid sick leave for each month of service from the date of appointment to the December 31st next following completion

of the probationary period. Thereafter, 120 hours of paid sick leave shall be granted each year.

B. **Accumulation of sick leave:** Sick leave shall accumulate during each officer's tenure.

C. **Use of sick leave:** The employer may require a medical doctor's certificate from any employee, at the employees' expense, if an employee uses sick time to fail to report to work for more than two (2) consecutive days. In accordance with Civil Service Commission regulations paid sick leave may also be utilized by the employee to care for an ill or injured family member in need.

When an officer becomes disabled by reason of injury on the job, or suffers recurrence of disability arising out of and in the course of his employment with the City, compensable under Worker's Compensation Law, the employee may elect to use accrued sick leave and/or vacation credits in lieu of Worker's compensation, if he so requests in writing. If the disability continues until sick leave and vacation credits have been exhausted, the City, by Resolution of its Municipal Council, may grant the disabled officer up to one (1) year leave of absence with pay at his established annual salary rate. If such Resolution is adopted, the officer shall not be charged with sick leave for the period extended by such Resolution. If such Resolution is adopted, the officer must enter into a contract with the City agreeing to reimburse the City for all payments received by him from the City for such extended period from payments he may receive from Worker's Compensation, insurance benefits and from any settlement or judgment paid to the officer by any third party held liable for such injury, and he shall agree to pursue with diligence all rights he may have to recover money for Worker's Compensation, insurance benefits, and all other claims that he may have against any third party liable for such injury and to collect such money from any settlement made or judgment entered in his behalf, and the City shall be entitled to all rights of

subrogation, therefore. If said Resolution is not adopted, the officer's rights under Workers Compensation shall apply.

D. An employee not using any sick leave during a full calendar year will have the option of either receiving in the first payroll of January immediately following said calendar year, an amount equal to forty (40) hours pay at the employee's regular hourly rate for that period or else maintaining said forty (40) hours sick time in their accumulated sick time bank. Any employee opting for said payment, shall then have forty (40) hours deducted from their accumulated sick leave bank.

Any employee utilizing the equivalent in hours of one or less of his/her sick days for a full calendar year will receive compensation in the first payroll of the next year in the amount equal to 40 hours pay less the time used at his/her average hourly pay for that period, will have the number of hours paid deducted from his/her leave for the year, and will have the balance of his/her sick leave for the year accumulate.

ARTICLE VII

HEALTH INSURANCE

A. Health insurance benefits shall continue to be provided to active members and their eligible dependents through an insurance carrier chosen by the City as long as the benefits provided are equal to or better than the benefits in effect at the time of this agreement.

B. In response to NJ Direct 10 no longer being available, all current members change health benefit coverage to NJ Direct 15 or Aetna Freedom 15 Health Benefit Plan. Members may also opt into a lower cost plan. Officers hired on or after March 1, 2019 shall enroll in OMNIA/Liberty Health Benefit Plan.

C. Employees in the bargaining unit who are hired after July 1, 2007 will be required to enroll in the Point of Service coverage subject to the provisions of this Section. If the employee chooses coverage other than the Point of Service, the employee is fully responsible to pay the difference of the premium between the Point of Service plan and the plan chosen by the employee. In no event shall an employee receive any monies pursuant to this Section should the plan chosen by the employee be less expensive than the premium for the Point of Service plan.

D. Effective April 1, 2019: The proposed Prescription plan shall be amended as follows:

1. Mandatory generic; and
2. \$5/\$20 copay (30-day supply); and
3. Step Therapy; and
4. For a 90-day supply, a member must use Mail Order, to which the copay shall be \$10 for generic and \$50 for brand name.

E. Retirees

1. Members retiring on pension shall continue to be provided with health insurance coverage under the City's plan Employees who have attained 10 years creditable service as of June 28, 2011 will make no contributions to health benefits in retirement with the exception of applicable Chapter 2 contributions.

2. All members retiring effective March 1, 2019 or later must enroll in NJ Direct 15/Aetna Freedom 15 Health Plan.

3. Retirees or future Retirees who are presently enrolled in Medicare Part B coverage will continue to be reimbursed at 100% of the cost.

4. Payment will be made semiannually per existing practices upon submission of the required documentation.

5. Upon the death of the retiree, this benefit is discontinued for a surviving spouse per existing practices.

ARTICLE VIII

OTHER BENEFITS

SECTION 1 - LEGAL AID

Officers shall be entitled to and the City shall provide such legal aid as the City may be required to provide by applicable State Law for actions arising out of the employment of the officer. For budgeting purposes, any officer who wishes to make use of this provision shall first notify the city attorney.

SECTION 2 - MEDICAL EXPENSES AND SCHOOL

A. Influenza inoculation: The City will provide, at its expense, influenza inoculations to be given to all officers by the City.

B. Non-police academy schools: The City shall annually make available on a pro-rata basis, \$3,000 for tuition reimbursement of college credit in law enforcement courses successfully completed by members. Non-law enforcement courses shall be eligible for 50% cost reimbursement if they are required as part of a law enforcement degree program,

Example of division of tuition monies: each law enforcement course shall be given a value of one (1). Each non-law enforcement course shall be given a value of one-half (1/2). Non-law enforcement courses shall only be paid if funds are available after the payment of all law enforcement courses, submitted for payment.

Example:

Officer A-3 law enforcement courses, 1 non-law enforcement course

Officer B-2 law enforcement courses

Total 5 law enforcement courses, 1 non-law enforcement course. Officers requesting reimbursement will submit the appropriate documentation between June 1 and June 30. The period

for reimbursement will include the previous year's summer session, the previous year's fall session and the present year's spring session.

C. Any officer who attends school for the purpose of obtaining a police education or any degree in police science shall be eligible for said funds.

D. Officers requesting reimbursement for completed courses shall submit the appropriate documentation between June 1 and June 30. The period of reimbursement shall include the previous summer session, the previous fall session and the present spring session.

E. Police academy and police technical schools: Any officer attending a police academy or any other police training academy recognized by the New Jersey Police Training Commission, with the permission of the Director of the Department, shall be compensated straight time pay to complete the course(s).

F. All officers shall receive the same eye glass plan as other city employees.

SECTION 3 - REIMBURSEMENT FOR EXPENSES

A. Rates: Meals shall be paid for by the City at the rate of \$7 for dinner, \$5 for lunch and \$3 for breakfast, when approved by the Director, in connection with an assignment. In those cases when the Department does not provide transportation and it is necessary for an employee to utilize his/her personal vehicle, mileage reimbursement shall be made to the employee at the maximum allowable per mile rate provided by the Internal Revenue Service. (IRS).

B. Terms and conditions of reimbursement of expenses: Schools - An officer shall be

paid for meals and transportation if not provided, while attending a police academy or any other institution that he is ordered or authorized by the Director to attend. In such cases, the foregoing rates shall apply. This provision does not include probationary officers attending the initial basic police academy.

Court appearances: Meals and mileage expense shall be paid to an off-duty officer while attending court out of the City in connection with a matter arising out of employment, if the Director does not provide transportation and the Director determines that it is not practical to eat at home.

Other assignments: Meals and mileage expense shall also be paid to any officer while on any official assignment, including an overtime assignment for the Department, when an official car is not available and when the Director determines that it is not practical for the officer to eat at home.

C. Clothing and Equipment:

1. The clothing allowance, which is for uniforms, equipment, and maintenance of the same, will be \$1000.00 annually. This sum will not be included in any calculations of pay raises, nor will it be included in base pay for the purposes of calculating overtime, terminal pay, stipends, or incentives. This payment will be made in 24 equal installments as part of regular pay period calculations for all officers except those in their first year of employment. Officers in their first year of employment will receive this payment in full upon submitting \$1000.00 in receipts for uniforms and equipment necessary to begin employment.

2. In addition, the City shall purchase and furnish a new officer one hand gun which shall be in satisfactory condition. Said gun shall be returned to the City upon tire termination of the officer's employment. If an officer has expended the maximum of his annual clothing

allowance in the line of duty, holsters, and belts, handcuffs and cases, night sticks, safety helmets, badges and mace shall be purchased and supplied by the City and replaced if the Director deems same necessary in addition to the annual clothing allowance.

3. The employer agrees to replace or make restitution of all personal property of employees damaged as a result of performing required duties, provided that said property is job related in that its use is a function of the performance of duties. The employer may require proof through the PBA, from any employee, that any claim made under this provision is justified. The City may require replacement or restitution from employees for lost or damaged City Property, when such loss or damage results from gross negligence on the part of the employee. The PBA may require that the City furnish proof of gross negligence.

4. When the City orders an immediate change in present uniform requirement, the City shall be responsible for the cost, if any, of such change.

5. The City agrees to contribute to the replacement of duty leather jackets, if damaged in the line of duty, on a prorated basis using a seven (7) year straight amortization schedule. For purposes of said schedule, more than six (6) months' time shall be considered a full year and less than six (6) months shall not be considered.

ARTICLE IX

OVERTIME

A. When overtime occurs: Overtime shall be paid to any officer when required to perform services in excess of a completed normal tour of duty or on a regularly scheduled day off. Officers shall be paid compensation at the overtime rate when they are either requested or ordered to duty beyond their regular tour of duty by the Chief, Captain, or other officer in charge of any given tour. Overtime work shall be offered to employees on the basis of seniority and shall be equitably distributed among employees who normally perform such work. Each employee shall be selected in turn, according to his place on a seniority list or lists by rotation, provided, however, that the employee whose turn it is to work possesses the qualifications and ability to perform the work required. Policies concerning the administration of overtime shall be agreed upon between the Director and the PBA in accordance with the aforesaid. Members are eligible for the overtime list only after working one tour of duty following use of sick leave; members reporting off sick for their regular tour following an overtime assignment shall be ineligible for the overtime for 4 tours of duty (4 work days). Paid holidays and/or vacation days will be counted toward the ineligible period for overtime.

B. Minimum overtime: Except as herein before provided, whenever an officer is called to perform overtime duty, when already off duty, the officer shall be paid for a minimum of 2 hours of duty at the overtime rate. When an officer works overtime as an extension of a regular tour of duty, he will be compensated at the overtime rate for the actual time worked. The PBA recognizes that work in progress shall be completed by the employee performing the work at the time the determination was made that overtime was necessary.

C. Civil Court Appearances the City may compensate police officers for their appearances in a civil court proceeding only in accordance with the Fair Labor Standards Act provisions governing "time worked." That is, the City may compensate officers only when the City controls or requires the officers' appearance and testimony, and such time spent by the officer is pursued primarily for the benefit of the City.

ARTICLE X

VACANCIES

A. Vacancies in the department shall be filled within reasonable time after the occurrence of such vacancy, if the employer determines that a vacancy will be filled.

B. The employer agrees that active promotional lists are to be maintained at all times.

C. Employees working in positions or capacities other than their normal positions or capacity shall be compensated at the regular rate of the position or capacity in which they are working.

D. Acting assignments shall be made; first by standing on an active promotional list for the next highest rank on that shift where the vacancy exists; and second, when no list exists, for that acting capacity, or when no one working that tour where the vacancy exists is on a promotional list, seniority will prevail. Only a man normally working or assigned to the shift where the vacancy occurs can be considered for the acting capacity.

ARTICLE XI
COMPENSATION

SECTION 1 – SALARY

A. **Pay Period:** The City will pay each officer twice monthly, each salary check to represent 1/24 of the officer's established annual salary. Payment for vacation periods shall be made on the established pay day prior to the officer starting his vacation. The City shall have the option to amend the payroll system to twice monthly pay.

B. **Direct Deposit:** The City shall establish a direct payroll deposit system for all members and those members will be required to enroll upon employment.

SECTION 2 - OVERTIME PAY

A. **Rate:** Overtime shall be paid at an hourly rate of time and one half. The hourly rate is to be determined by dividing the officers established annual salary by 2,000 working hours.

B. **Payment:** When an officer has worked overtime during any given week, he shall complete a form to be provided by the Director.

C. **Time Of Payment:** Payment for overtime shall, if practical, be included in the salary check due the officer after the overtime slip is submitted to the City Comptroller for payment, and in any event the City shall make a reasonable effort to pay same within 15 days thereafter.

D. **Compensatory Time:** Employees shall have the option of taking compensatory time in lieu of the overtime pay provided no employee shall be permitted to accumulate compensatory time in excess of 480 hours. Officers exceeding 480 hours at the time of execution of this agreement shall not have the option to accrue any additional compensatory time until such time as their respective compensatory time bank drops below the maximum of 480 hours. An officer will

not be entitled to payment at the time of retirement or separation for any compensatory time in excess of 84 hours.

E. If a State of Emergency is declared and the City Hall closes, the Police Officers are not entitled to additional time off or any other form of compensation.

SECTION 3 - BASE SALARY

A. Base Salary - Base salary shall be the highest salary that an officer is duly and properly authorized to receive during each calendar year. To receive credit for a year's service, an officer must be employed prior to July 1st of the given year. There shall be a 1.25% annual increase to the top 2 steps of the pay scale, effective January 1, 2018, and each January first of the contract term.

THE FOLLOWING ARE THE BASE SALARIES FOR THE CURRENT CONTRACT:

		<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
11th Grade		40,490	40,490	40,490	40,490	40,490	40,490	40,490
10th Grade			46,175	46,175	46,175	46,175	46,175	46,175
9th Grade			51,860	51,860	51,860	51,860	51,860	51,860
8th Grade			57,545	57,545	57,545	57,545	57,545	57,545
7th Grade			63,230	63,230	63,230	63,230	63,230	63,230
6th Grade			68,915	68,915	68,915	68,915	68,915	68,915
5th Grade			74,600	74,600	74,600	74,600	74,600	74,600
4th Grade			80,285	80,285	80,285	80,285	80,285	80,285
3rd Grade			85,970	85,970	85,970	85,970	85,970	85,970
2nd Grade	1.25%	91,655	92,801	93,961	95,135	96,324	97,528	98,748
Top	1.25%	101,285	102,551	103,833	105,131	106,445	107,776	109,123

Sgt.	13.16%	114,614	116,047	117,497	118,966	120,453	121,959	123,484
Lt.	13%	129,514	131,133	132,772	134,432	136,112	137,814	139,537
Capt.	17%	151,531	153,426	155,343	157,285	159,251	161,242	163,258
Stipend	1.25%	5,226	5,292	5,358	5,425	5,493	5,561	5,631
(5.16% of top pay)								

B. There shall be a rank differential between ranks as follows; between first grade police officers (“Top”) and Sergeant -13.16%; between Sergeant and Lieutenants -13%; and between Lieutenants and Captain-17%. Officers who are promoted prior to achieving the top step of the salary guide will receive the rank differential upon promotion applied to their salary at the time of promotions and, thereafter, will continue to proceed through the steps and the applicable percentage above will be applied to the base salary in the step guide. Effective January 1, 2018 officers so promoted will receive percentage increases based upon the top step of the guide and added to their current steps. Officers at the top step of the salary guide will receive the rank differential upon promotion.

Sergeant Salary differential shall be applied as follows:

- Step 1: Minimum of \$85,000 or 13.16% above current pay
- Step 2: Minimum of \$100,000 or 13.16% above current pay.
- Step 3: Current salaries for Sergeant for current year of contract.

D. Employees assigned to the Traffic Bureau shall receive in addition to and as part of their respective base salary, a stipend of 5.16% of the top paid police officer. This assignment is at the sole discretion of the Police Chief and is not considered as a promotion. Officers assigned

to this post can be removed at the discretion of the Police Chief for cause or non-performance and re-assigned to other positions. The stipend will be reduced accordingly.

E. Employees assigned to the following positions, other than for training or to temporarily assist with the performance of the job task, shall receive an additional 5.16 % above a first-grade police officer as part of their respective base salary:

1. Detective Bureau Assignment * (Excluding Captain)
2. Training Sergeant**
3. Coordinator of Grants
4. PAL Executive Director ***
5. Traffic Bureau (as explained above)

* Detectives who are assigned and are responsible to rotate through on call status shall receive one (1) floating day for each week they are on call.

** A Sergeant who has passed a Method of Instruction course, acceptable to the Police Training Commission, shall be selected by management as a training Sergeant. The training Sergeant shall receive compensation of 5.16% above the base pay of a police officer, first grade, in addition to his/her regular pay. Seniority will be a consideration in the selection process of all training officer positions.

***The PAL Executive Director - any officer assigned by the Chief of Police to the duties of executive director of the PAL, which are duties in addition to regularly assigned police duties, shall receive 5.16% above a first-grade police officer. If at any time the city desires to assign a police officer to this position, with sole responsibilities being that of PAL executive director with no other police duties, then the City reserves the right to eliminate this stipend.

****Officers assigned to the Traffic Bureau and are responsible to rotate through on call status shall receive six (6) floating holidays for being on call. The Traffic Bureau shall equally distribute 36 on call days amongst the entire current unit.

F. Four (4) police officers from the Patrol Division, to be assigned by management, shall serve as training officers and shall receive an annual stipend of 5.16% above a first grade police officer. The preliminary responsibilities of said assignment shall include, under the direction of management, the training of newly hired police officers and the organization and dissemination of training data on a departmental basis.

G. The Explorer Advisor stipend will be \$2,000.00 added to the base salary.

H. Physical Fitness Program

1. After one (1) year of service all members of the bargaining unit are eligible for an annual Physical Fitness Program.

2. The City will offer a stress test and blood screening.

3. The City shall reimburse covered employees on an annual basis in connection with the Physical Fitness Program for the costs of related blood tests and lab fees, and stress test not compensated by current health coverage.

I. Any employee assigned as Acting Commander of the Detective Bureau shall receive additional compensation of 17.01% above his base rate for each day so worked.

J. Assignment as Commander of the Traffic Bureau shall be compensated in an amount equal to one half the difference in pay rate between Lieutenants and Sergeants, if the employee so assigned has a permanent rank below that of Lieutenant. Acting Commander of the Traffic Bureau shall be compensated at a daily rate as follows: 1/1/18- \$38.62, 1/1/19- \$39.10,

<u>YEARS OF SERVICE REQUIRED</u>	<u>LONGEVITY COMPENSATION</u>
COMPLETION OF FOUR YEARS	2%
COMPLETION OF EIGHT YEARS	4%
COMPLETION OF TWELVE YEARS	6%
COMPLETION OF SIXTEEN YEARS	8%
COMPLETION OF TWENTY YEARS	10%
COMPLETION OF TWENTY-FOUR YEARS	12%

Determination of completion of a year's service shall be the officer's anniversary date of hire. Payment of longevity will commence on the first day of the first pay period following the officer's anniversary date.

Police officers hired on or after July 1, 2007 will not be eligible for or compensated for longevity.

ARTICLE XII

WORKING CONDITIONS

SECTION I - SHIFT CHANGES AND SWITCHES

A. No officer except those not assigned to regular posts or jobs shall have his/her shift schedule changed unless he/ she has been notified of such change 1 week in advance of the time in which the changed work period is to begin; provided, however, that the circumstances necessitating such changes are foreseeable prior to such 1 week period.

B. In the event that circumstances necessitating such shift changes are not foreseeable, then such notice shall be given as soon as possible.

C. In the event such notice of such shift change is not given at least 48 hours prior to the starting time of the scheduled shift, which the employee is directed to work, such employee, except those not assigned to regular posts or jobs, shall not be deprived the opportunity to work his normal shift and to be paid overtime for the hours worked in excess of a normal work week.

D. Members shall have the right to switch a tour of duty with a member of equal rank, provided it is witnessed by the Shift Commander or Acting Shift Commander. The regularly scheduled member shall be held accountable. Any officer that fails to appear for a job switch, for any reason, shall forfeit his rights under this provision. Shift swaps shall be re-paid within six months.

E. Employees who compete in civil service examinations and whose shift ends less than 8 hours before the starting time of such an examination, shall be given special consideration by the Director and afforded all rights pursuant to the State Civil Service Act and regulations.

F. Regularly scheduled days off shall not be changed for the purpose of avoiding payment of overtime, except for those not assigned to regular posts or jobs.

G. Restrictions on new officers working alone are eliminated; management will determine same.

H. The employer agrees to permit police officers who are on duty to pick up officers coming on duty from their homes and/or to return them to their homes at the completion of duty, provided that their homes are located in the City.

SECTION 2 - WORK SCHEDULE AND HOURS OF WORK

Notice is hereby taken that, by mutual agreement, a new working schedule for the unit was implemented on January 1, 1979. Among the objectives of this new schedule was that it should provide, on a par basis, savings in overtime costs greater by as much as possible than the costs of implementing the new schedule, which were the costs of adding two (2) Sergeants, and one (1) Lieutenant to the department, and that this objective shall be given equal weight in the resolution of any disputes at the sum weight of all other objectives. Provisions of the work schedule are as follows:

A. Uniformed personnel, with the exception of the Traffic Bureau, will work a ten (10) and one half (1/2) hour day on a four (4) on and four (4) off day basis

B. Detective personnel will work four days on, three days off, nine (9) and one-half (1/2) work hour days.

C. The Traffic Bureau will work four (4) days on, three (3) days off, nine (9) and one-half (1/2) hour work days.

D. The only exception to section 2 (A, B and C) shall be: Captains shall work on a flex time system at the discretion of the City Administration. Captains shall receive an additional 1.5 days off per month, with pay. Said days may be used individually or collectively, throughout the year, but cannot be carried over from one year to the next. Traffic Bureau Commander shall work

a schedule at the discretion of management, but not to exceed an annual schedule of 40 hours per week.

E. All requirements for two man patrols are eliminated. (Effective 1/1/88).

F. In any bidding for time off no individual shall be permitted on any one bid to seek or obtain more than 3 tours of duty off.

G. There shall be a total of 1 hour break per individual per shift. During this time, the officer shall have the option of utilizing the PBA workout room. The officer must be ready to respond to emergencies as directed.

H. Any officer ordered to attend a police training school on off duty time shall be compensated at the rate of time and one half; provided, however, that if an officer wishes to attend any police schools on his/her own time, without said compensation, it shall be said officer's prerogative to do so.

I. For the purpose of terminal pay, time owed shall be computed as follows: the hourly rate shall be determined by dividing the annual salary by 2,000 hours and the daily rate shall be determined by multiplying the hourly rate times 8.

J. Jobs in the patrol division shall be bid annually in a seniority basis; provided however, that platoon assignments for superior officers shall be at the discretion of the City. Also, when a provable management need exists to do so, management shall have the right to change platoon assignments, provided that seniority order or working tour selection is not disrupted and further provided that in no case shall this right be exercised arbitrarily or capriciously or as a form of harassment or discipline against any member.

K. Whenever a full working shift is to be without a Shift Commander, (Lieutenant) and there is no other Senior Officer (Lieutenant, Captain or Chief) on duty at the time, an acting Shift Commander (Acting Lieutenant) shall be appointed.

L. The PBA agrees to abide by the Random Drug Testing Policy set forth by the Attorney General's Office and the Rahway Police Department Administrative policy

ARTICLE XIII

MISCELLANEOUS

SECTION I - DEFINITIONS AND MEANINGS

A. Full time employees: Full time employees are all regular full-time police officers employed by the City in the Police Department who shall be subject to duty 24 hours per day, which duty includes Sundays and holidays.

B. Employee or employees: These terms shall mean an employee or employees in the bargaining unit.

C. Police officer: The term "police officer" is used as a substitute for "patrolman," whenever possible to avoid implications of sex discrimination and such substitution is determinable by common sense as distinguished from "superior officers" who are employees holding the rank of Sergeant, Lieutenant, Captain or Chief.

D. Manpower shortage: Manpower shortage is defined as the inability by reasonable effort to fill a job or jobs.

E. Appropriate unit: The appropriate unit is defined only as full-time employees of the Police Department.

F. Accredited representative: The accredited representative of its employees in said unit is the PBA..

G. Members of family: Members of the family are defined as the officer's father, mother, father-in-law, mother-in-law, brother, sister, spouse, child, foster child and relatives of the officer residing in his household. The officer shall furnish proof of same satisfactory to the Director.

H. **Established annual salary:** The established annual salary shall mean base salary plus longevity pay.

I. **Creditable service:** For the purpose of determining salary benefits, increments, and any or all other fringe benefits or compensation, including vacations, any person employed in the capacity of a full time officer, whose appointment occurs on or after the first day of January but before the first day of July of this year or a subsequent year, unless otherwise provided by the City. Members of the Department appointed on or after the first day of July, but before the first day of January of the subsequent year, shall be considered to have been appointed January 1st of the subsequent year.

ARTICLE XIV

GRIEVANCE ADJUSTMENT PROCEDURE

SECTION 1 - PROCEDURE

The procedure for adjusting grievances shall provide the officer with full opportunity of presentation of his grievance and for the participation of the PBA representatives. Should a dispute arise between the City, the PBA and any officer as to the meaning, application or operation of any provision of this Agreement, such dispute or difference shall be presented by any one of the parties within no more than 30 days from the time the same arose and settled in the manner prescribed herein. The procedure hereby established, unless by mutual consent changed or waived in part or entirety, shall be as follows:

STEP A

The appropriate PBA representative, the aggrieved party and the Director of the department or his representative may reach a settlement of the dispute; if they fail to reach an agreement within 5 days, the aggrieved party shall furnish a written statement of the grievance to the Director on a form provided by the City for automatic referral to Step B.

STEP B

A member or members of the Grievance Committee designated by the PBA and the Mayor or the Business Administrator shall attempt to settle the dispute within 5 days or the dispute will automatically be referred to Step C.

STEP C

If the PBA is not satisfied with the answer received from Step B, or if no answer has been received the PBA solely and exclusively may proceed to binding arbitration. The New Jersey Public Employment Relations Commission shall assign an arbitrator. The fees for said arbitrator

shall be borne equally by the PBA and the City and the decision of the arbitrator shall be final and binding on all parties.

It is agreed that discipline, including minor discipline, shall be arbitrable to the extent permitted by law. However, should an officer request of the PBA and receive appeal through this step of the Grievance Procedure, then the officer shall have waived his/her right of appeal under the Civil Service Commission and vice-versa.

1. Written notice of intention to proceed to Step C has been served upon and received by the other party.

2. At least 10 full days have elapsed after the receipt of said notice.

SECTION 2 - COMPENSATION AND EXPENSE FOR IMPARTIAL HEARINGS

A. The reasonable compensation and expenses, if any, of an arbitrator shall be borne equally by the City and the PBA, and the compensation and expenses of each designee of a party shall be borne by the designating party.

B. In the event the PBA requires the attendance of witnesses at said hearing, the City agrees to release the witnesses as requested without penalty to such witness, if he is an employee of the City.

SECTION 3- COMPENSATION OF TIME, CHARGES & CONDITIONS OF THIS AGREEMENT

A. Whenever any act is required under this article to be done or performed within a specific period of time, Saturdays, Sundays and holidays shall be excluded in the computation of such period.

B. Nothing in the procedures set forth in this Article shall be deemed to abrogate, modify or otherwise change any other part of this Agreement without mutual consent of the parties hereto in writing.

C. The provisions of this agreement requiring payment of any sum of money are subject to approval by the municipal council by ordinance. This agreement is further subject to appropriations being available for any of the purposes herein above mentioned, and if not available, the City agrees to exert its bona fide and lawful efforts to obtain such appropriations.

This agreement is also subject to provisions of any State Law and civil service rules and regulations which shall prevail, however, only if they are inconsistent with this Agreement and compliance with same is mandatory rather than permissive or discretionary.

ARTICLE XV

RIGHTS AND RESPONSIBILITIES ON PERSONNEL MATTERS

It is in the mutual interest of the PBA and the City to understand and adhere to certain principles and procedures relating to personnel matters and for same to be also understood and adhered to by the individual represented by the PBA.

Now, therefore, it is agreed to as follows:

- A. In any criminal or disciplinary proceeding or investigation, police officers shall be afforded the full measure of protection of individual rights as provided by law and civil service regulation.
- B. Whenever provided by law and/or civil service regulation, defendant police officers shall have the right to require full due process of administrative law, including the right to require sworn testimony of witnesses, and the right to face and cross-examine witnesses. Defendant police officers, may, solely at their option, waive due process rights in whole or in part. It shall be the obligation of the City to inform defendant officers of their rights, hereunder and the obligation of said officers to inform the City upon request whether or not they waive any or all such rights.
- C. Disciplinary hearing shall be conducted during normal administrative business hours, unless otherwise mutually agreed by the City and a defendant officer.
- D. Disciplinary hearings shall be conducted at police headquarters or City Hall.
- E. In any interrogation of a police officer, said officer shall have the right to require the identification of the interrogator and any other person present.
- F. Police officers under investigation or questioning shall not be threatened with transfer, dismissal or disciplinary action. Police officers shall be truthful and cooperative in investigations and questioning and deliberate failure to do so or deliberate obstruction shall be a serious offense.

G. Police officers shall have the right, as shall the City, to require a complete record, either written, taped or transcribed of any hearing or proceeding, with the cost to be borne by the requesting party, or, when mutually agreed, on a prorated basis. Copies of said records shall be made available on request by either party, with costs assigned as aforesaid.

H. In any disciplinary hearing or proceeding, police officers have the right to be represented by an attorney or an officer of the PBA. A reasonable opportunity to obtain such representation shall be afforded.

I. Police officers shall not be required to disclose any item of their property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of their family or household) unless such information is necessary in an investigation or unless such disclosure is required by law.

J. Police officers shall be notified when and as required by Civil Service Rules and Regulations, and applicable laws, before any disciplinary action is taken against them.

K. Any decision, order or recommendation for action resulting from a disciplinary hearing shall be in writing and shall be accompanied by findings of fact. The findings shall be expressed in a concise statement upon each issue in the case. A copy of the decision or order and accompanying findings and conclusions, along with written recommendation for action, shall be delivered or mailed promptly to the officer. Any grievance appeal taken from such action, shall also be in writing, setting forth in detail each instance where exception is taken, and shall be delivered or mailed promptly to the City.

L. No adverse material shall be inserted into any personnel file of an officer unless the officer has been provided a copy of same. No complaints about officers from sources outside the police department shall be entered into an officer's personnel file unless disciplinary action is taken

against the officer based in whole or part on same and the officer is found guilty after having been given the opportunity to exercise all rights to which the officer is entitled. This provision shall not apply to reprimands, or warnings which are to be in effect for 6 months or less, in which case said material is to be removed from the file on the stipulated date. For the protection of all officers and the City, a record shall be kept of all entries and removals from personnel files.

M. Officers may utilize the contractual grievance procedure to challenge any report or material in their file, which is detrimental to their character and/or reputation as a police officer.

N. Officers will be permitted to see their personnel files during normal administrative business hours on 24 hours' notice. Such inspection will be conducted in the presence of the Chief of Police or his representative. The City may require a reasonable fee for copies of any material requested by the officer.

O. For the benefit of both parties and individual employees, it is understood that, item b and other provisions herein, notwithstanding common practice, except in the most serious cases, is to conduct local (i.e. arbitration and appeals to Civil Service excepted) hearings and proceedings on an informal basis. This practice, however, does not eliminate the right of either party or any individual to insist upon a formal hearing when so entitled, nor does it eliminate the asserting of such right at an appeal step where such right was waived at a lower step. In as much as this agreement informs all concerned of their rights, it shall be presumed that hearings or proceedings will be conducted informally, unless one of the parties shall acknowledge same, prior to the commencement of any hearing or proceeding.

P. No employee shall be disciplined without just cause.

ARTICLE XVI

RETENTION OF BENEFITS

The City agrees that all benefits, terms and conditions of employment relating to the status of members in the City Police Department not covered by this Agreement shall be maintained at not less than the highest standards in effect at the time of the commencement of collective negotiations leading to the execution of this Agreement and as provided for in Article IV of this Agreement.

ARTICLE XVII

TERM

This Agreement shall be in full force and effective January 1, 2018 through and including the 30th day of December 31, 2023

This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new Agreement

Attest:

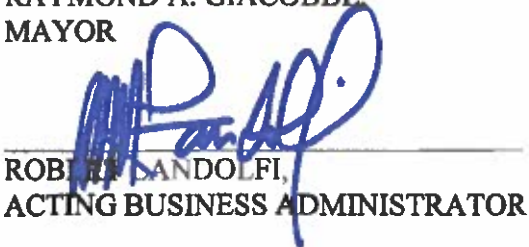

RAYNE E. HARRIS, CITY CLERK

Dated:

THE CITY OF RAHWAY
IN THE COUNTY OF UNION


RAYMOND A. GIACOBBE
MAYOR

Dated:


ROBERT SANDOLFI,
ACTING BUSINESS ADMINISTRATOR

Dated: 10/29/19

Attest:

RAHWAY POLICEMENS' BENEVOLENT
ASSOCIATION LOCAL #31


SHAWN GANLEY, PRESIDENT

Dated:

10/29/19

2020 OCT 27 12:28

PERC