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THIS BOOK DOES NOT CIRCULATE

AGREEMENT

73-75

Preamble

THIS BOOK DOES NOT CIRCULATE

This Agreement made and entered into in Rahway, New Jersey this 17th day of April, 1973, between the City of Rahway in the County of Union, hereinafter referred to as "City" or "Employer" and the Rahway Policemen's Benevolent Association Local Number 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, pursuant to Chapter 303, Public Laws 1968 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 Reference

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 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 policeman such rights as he may have under other applicable Laws and Regulations. The rights granted to policemen hereunder shall be deemed to be in addition to those provided elsewhere.

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If any provisions of this Agreement or any application of this Agreement to any employee or group 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, for the purpose of collective negotiations with respect to terms and conditions of employment.

Article III - Policeman's Rights

Pursuant to Chapter 303, Public Laws 1968, the City hereby agrees that every policeman 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 policeman in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other Laws of New Jersey of the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman 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 negotiations 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 time off to attend negotiating sessions, grievance sessions 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.

Article VI - Management Rights

Except to the extent expressly modified by a specific provision of this Agreement, or by express provisions of applicable law, The City of Rahway reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the Police Department of the City of Rahway, New Jersey as such rights existed prior to the execution of this or any other previous Agreement with the PBA. The sole and exclusive rights of the City of Rahway, New Jersey, which are not abridged by this Agreement, shall include but are not limited/^{to}its rights to determine the existence or non-existence of facts which are the basis of the City Police Department and/or Management decision to establish or continue policies, practices or procedures for the conduct of the Police Department and its services to the citizens of Rahway, and, from time to time, to change or abolish such practices or procedures; to the right to determine and from time to time redetermine the number, locations and relocation and types of its officers and employees or to discontinue any performance by officers or employees of the City of Rahway; to determine the number of hours per day or week any operation of the Police Department may be carried on; to select and determine the number and types of officers required; to assign such work to such officers in accordance with the requirements determined by the Department of Police and City Management Authorities; to establish training programs and upgrading requirements

for officers and/or employees within the Department; to establish and change work schedules and assignments; to transfer, promote or demote officers or employees for just cause, or to lay off, terminate or otherwise relieve officers and/or employees from duty for lack of work or other legitimate reasons; to determine the facts of lack of work; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline officers and/or employees for just cause and otherwise to take such measures as the City and/or Management may determine to be necessary for the orderly and efficient operation of the Department of Police for the City of Rahway, New Jersey, provided, however, nothing herein shall prevent an officer from presenting his grievance for the alleged violation of any article or specific term of this Agreement.

Article V - Vacations and Holidays

Section 1 - Vacations

a - Earned Vacations. Officers shall be entitled to vacations based upon the length of time employed as hereinafter provided.

b - Number of Days. Officers who have not completed one year of service shall have one working day of vacation for each full month of continuous service rendered from the date of his appointment. Officers who have completed one year of service on the 31st day of December shall be granted fifteen working days vacation. Officers who have completed five years of service on the 31st day of December shall be granted seventeen working days vacation in the sixth year. Officers who have completed ten years of service on the 31st day of December shall be granted nineteen working days vacation in the eleventh year. Officers who have completed fifteen years of service on the 31st day of December shall be granted twenty-one working days vacation in the sixteenth year. Officers who have completed twenty years of service on the 31st day of

December shall be granted twenty-three working days vacation in the twenty-first year. Officers who have completed twenty-five years of service on the 31st day of December shall be granted twenty-five working days vacation in the twenty-sixth year and in each year thereafter.

c - Pay during Vacations. All vacations shall be granted at annual salary rates.

d - Scheduling Vacations. The Director of the Department shall allot vacation periods in order to assure orderly operation and adequate continuous service, but will grant vacations so far as possible in accordance with the desires of the officers in order of their seniority in rank.

e - 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 and the officer. If unable to agree on a mutually acceptable rescheduled vacation and the officer is required by the Director to work during his vacation period, then in addition to his usual pay he shall receive vacation pay in lieu of vacation.

Section 2 - Holidays

a - Designation of Days. Each officer shall be compensated with twelve paid holidays to be scheduled at the discretion of the officer in charge of schedule. If a holiday falls on an officer's regularly scheduled day off, this shall not preclude him from receiving his full complement of twelve holidays per year. Said holidays are as follows:

- New Year's Day
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

If a holiday occurs during an officer's vacation, he shall have an additional day off, which must be taken on the day immediately after the officer's vacation is scheduled to expire.

B - Declaration of Holidays by the President of the United States.

If a holiday is declared by the President, which is to be enjoyed by the municipal employees of the City of Rahway, officers shall be entitled to such holiday in addition to those listed above.

c - Personal Leave. Effective January 1st, 1974, each officer shall be entitled to three personal leave days annually with pay, in addition to the sick days, vacation time, holidays and other leave provided for herein, and provided, however, that the officer makes written request therefor at least five days in advance, except in the case of emergencies. Such personal leave request may be denied in the event such request would, in the discretion of the Director, cause manpower shortage or would fall on a holiday. Policies concerning personal leave shall be agreed upon by the Director and the PBA according to the aforesaid.

Article VI - Leave of Absence, Sick Leave and Other Leave

Section 1 - Leave of Absence.

a - Military Leave. 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. When an officer has been called to active duty or inducted into the military, air or naval forces of the United States, he shall be granted an indefinite leave of absence without pay and his seniority shall continue for the duration of such military service. Such officer must

be reinstated without loss of privileges of seniority provided he receives an honorable discharge and he reports for duty with the City within 90 days following his honorable discharge from military service.

b - Leave because of Death. In the case of a 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 three days with pay at the established annual salary rate shall be granted to him.

c - Leave without Pay. The Director, on the request of an officer and after reasonable notice, may grant a six month leave of absence without pay to said officer. Said leave may only be granted by the Director when he receives a written request signed by the officer. The Director may extend such leave for an additional six months upon approval of the governing body. 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.

d - Terminal Leave. An officer retiring after having completed twenty-five years of continuous service (including military leave and leave without pay) shall immediately receive cash severance pay on a one-to-one ratio for the first 90 sick days that he may have accumulated and on a one-to-three ratio for sick days he may have accumulated over and above the first 90 days and the said compensation shall be granted in one immediate cash payment.

Section 2 - Sick Leave

a - Number of Days. An officer is entitled to one day's sick leave pay for each month of service after completion of the probationary period from the date of appointment to December 31st of that year. Thereafter fifteen days 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. Sick leave may be used by an officer for personal illness and illness of a member of his family which requires his attendance upon the person who is ill or which requires his being quarantined by a physician because of a disease which is certified by the City Health Officer as being a contagious disease.

d - Physician's Certificate. In the event the officer's illness causes his absence from work for three consecutive days, a physician's certificate must be filed with the Chief on the third day, and the physician should indicate when the officer may be expected to return to work.

e - Use of Sick Leave or Vacation in lieu of Workmen's Compensation

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 the Workmen's Compensation Law, the employee may elect to use accrued sick leave and/or vacation credits in lieu of Workmen'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 a one 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 all payments received by him from the City for such extended period from payments he may receive from Workmen'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 moneys for Workmen's Compensation, insurance benefits and all other claims that he may have against any third party liable for such injury and to collect such moneys from any settlement made or judgment entered in his behalf, and the City shall be entitled to all rights of subrogation therefor. If said Resolution is not adopted, the officer's rights under the Workmen's Compensation shall apply.

Article VII - 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.

Section 2 - Medical Expenses and School.

a - Influenza Innoculation. The City will provide, at its expense, influenza inoculations to be given to all officers by the City.

b - Non-Police Academy Schools. Any officer who attends school for the purpose of obtaining police education or any degree in police science, at the discretion of the Director of the Department, shall be reimbursed the cost of his books and tuition upon the successful completion of each semester if funds are available therefor in the City's budget. Any officer who attends said school shall be assigned a duty tour which will enable him to attend classes regularly and without interruption, as determined by the Director.

c - 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, if funds are available therefor in the City's budget.

Section 3 - Reimbursement for Expenses

a - Rates

- 1 - Meals shall be paid for by the City at the rate of \$2 per meal when approved by the Director in connection with an assignment.
- 2 - Mileage shall be paid for at the rate of \$. 10 per mile if the Director of the Department determines such transportation is necessary and does not provide transportation. Such mileage shall be computed from the City's Police Headquarters and returning to same.

b - Terms and Conditions of Reimbursement of Expenses

- 1 - 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 case the foregoing rates shall apply.
- 2 - 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 his City's employment, with the exception of a civil court, if said Director does not provide transportation and the Director determines that it is not practical to eat at home.
- 3 - 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 said Director determines that it is not practical for the officer to eat at home.

c - Clothing

- 1 - Each officer shall receive an annual allowance of \$150 for the replacement of clothing and equipment. In addition, the City shall purchase and furnish a new officer one hand gun which shall be in reasonably satisfactory condition. Said gun shall

be returned to the City upon the termination of the officer's employment.

2 - If an officer has expended the maximum of his annual 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 allowance for each officer.

Section 4 - Hospitalization Insurance for Retirement

In addition to any other benefits enjoyed by officers hereunder, the City further agrees that it will pay to the PBA the sum of \$500 on or before April 1st, 1973 and the sum of \$750 on or before April 1st, 1974 and the sum of \$750 on or before April 1st, 1975 and the PBA agrees to accept and apply the foregoing payments toward a group retirement hospitalization insurance policy premium for the benefit of the members of the PBA. It is expressly understood and agreed by and between the parties hereto that the aforesaid payments shall not be made unless and until the PBA shall have contracted for, and the City shall have approved, such a policy, and it is further expressly understood and agreed that should the PBA, during the term of this agreement, elect to cancel such policy, no further payments shall be made by the City under the provisions of this Section, and the City shall be reimbursed pro rata for any prepayments which the City may have made toward such premiums on the effective date of such cancellation.

Article VIII - Hours of Work and Overtime

Section 1 - Hours of Work

a - Tours of Duty. Officers shall work five days in eight hour per day tours for forty hours during any payroll week.

b - Work Schedule. Officers shall work in accordance with schedules posted on a monthly basis by the Director of the Department.

Section 2 - Overtime

a - When Overtime Occurs. Overtime shall be paid to any officer when he is required to perform services in excess of a completed eight hour tour 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.

b - Minimum Overtime. Except as hercinbefore provided, whenever an officer is called to perform overtime duty when he is already off duty, he shall be paid for a minimum of two hours of duty at the overtime rate.

Article IX - Compensation

Section 1 - Salary

The City will pay each officer at the end of each two week period, each salary check to represent 1/26 of the officer's established annual salary. Payment for vacation periods shall be made on the established pay day of the week prior to the officer starting his vacation.

Section 2 - Overtime Pay

a - Rate. Overtime shall be paid to all officers at an hourly rate of time and one-half. The hourly rate is to be determined by dividing the officer's 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 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.

Section 3 - Base Salary

Base salary (for the purpose of this Agreement) shall be the highest salary that an officer is duly and properly authorized to receive at the beginning of each calendar year. Salaries for the officers shall be paid in accordance with the amounts stated below:

Salary Schedule Effective

	<u>1/1/73</u>	<u>1/1/74</u>	<u>1/1/75</u>
Patrolmen:			
First year	\$ 9,844	\$10,533	\$11,060
Second year	10,533	11,292	11,857
Third year	11,634	12,448	13,070
Fourth year	11,813	12,640	13,272
Sergeant	12,965	13,939	14,702
Lieutenant	14,020	15,234	16,229
Captain	15,661	16,957	18,005

Officers assigned to service in the Detective Bureau shall receive an additional \$750 per year compensation.

Section 4 - Longevity Program

Officers shall receive in addition to their base annual salary longevity payments according to the following schedule:

<u>Years Completed</u>	<u>Percentage of Base Salary</u>
Upon completion of 5 continuous years of service.	2% of base salary
Upon completion of 10 continuous years of service	4% of base salary
Upon completion of 15 continuous years of service	6% of base salary
Upon completion of 20 continuous years of service	8% of base salary
Upon completion of 25 continuous years of service	10% of base salary

Section 5 - Overtime

a - 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

by
in turn according to his place on a seniority list or lists/rotation,
provided, however, that the employee whose turn it is to work
possesses the qualifications and ability to perform the work re-
quired. Policies concerning the administration of overtime shall
be agreed upon between the Director and the PBA in accordance
with the aforesaid.

b - 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.

Section 6 - Shift Changes

- a - No officer, except those not assigned to regular posts or jobs, shall
have his shift schedule changed unless he has been notified of such
change one week in advance of the time in which the changed work
period is to begin; provided, however, that the circumstances
necessitating such change are foreseeable prior to such one 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 shift change is not given at least forty-
eight 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 of the
opportunity to work his normal shift and to be paid overtime for
the hours worked in excess of forty hours in the work week.
- d - Employees who compete in Civil Service examinations and whose
shift ends less than eight 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.

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

f - With respect to instituting a change in shift system from fixed to rotating shifts or rotating to fixed shifts, the City shall inform the PBA of such contemplated change and provide the PBA with an adequate opportunity to review the impact of such change with the City at the appropriate level.

Article X - Miscellaneous

Section 1 - Definitions

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 twenty-four hours per day, which duty includes Sundays and Holidays.

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

c - Accredited Representative. The accredited representative of its employees in said unit is New Jersey Patrolman's Benevolent Association, Local #31.

d - Officers. Officers are defined as full time uniformed employees of the Police Department, including members of the Detective Bureau.

e - Members of the 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.

f - Pre-existing Contracts. The PBA, by ratification of this Agreement hereby individually and collectively waives any rights it may have by reason of any pre-existing contracts.

g - Established Annual Salary. The established annual salary shall mean base salary plus longevity pay.

h - Creditable Service. Any person employed in the capacity of a full time officer shall, for the purpose of determining salary benefits, increments, longevity and any or all other fringe benefits or compensation, excluding vacations, whose appointment occurs on or after the first day of January but before the first day of July of this year or any other subsequent year, be considered to have been appointed as of January 1st of such 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 such subsequent year.

i - Manpower. The authorized strength of the Department and patrol assignments shall be maintained at no less than the standards in effect at the time of the signing of this Agreement for the year 1973. Vacancies in the Department shall be filled within a reasonable time after the occurrence of said vacancy.

Article XI - 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 member 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 ten 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 representatives, 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 five 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 five days or the dispute will automatically be referred to Step C.

Step C - A member or members of the Grievance Committee designated by the PBA and the Mayor or the Business Administrator and a referee assigned by the State Public Employee Relations Commission shall decide the dispute and their decision shall be final and binding; however, the aggrieved officer shall have the option of appealing the dispute in the manner set forth in this Step C or of appealing to the Department of Civil Service, and by exercising either option he automatically waives his right of appeal under the other option.

Section 2 - Compensation and Expenses for Impartial Hearing

a - The reasonable compensation and expenses, if any, of a Referee 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 - Computation of Time, Charges and Condition of this Agreement

a - Whenever any act is required under this article to be done or performed within a specified 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 the 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 hereinabove mentioned, and if not available, the City agrees to exert its bonafide and lawful efforts to obtain such appropriations. This Agreement is also subject to the 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 XII - Retention of Benefits

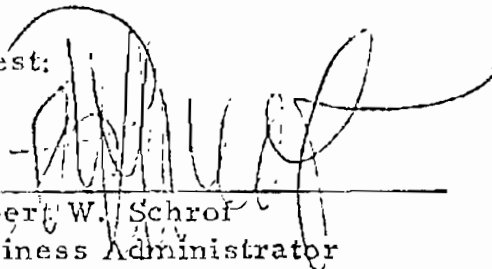
The City agrees that all benefits, terms and conditions of employment relating to the status of members in the Rahway Police Department not covered by this Agreement shall be maintained at not less than the highest standards in effect at the time of the commencement of collective negotiations leading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

Article XIII - Term

This Agreement shall be in full force and effect from January 1st, 1973 through and including the 31st day of December, 1975. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, written notice shall be given to the other party not less than ninety days prior to such expiration date. Collective negotiations on the terms of a new Agreement shall commence no later than ten days thereafter.

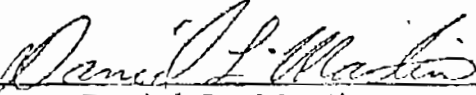
This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new Agreement.

Attest:

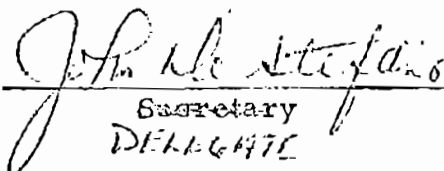

Robert W. Schror
Business Administrator

The City of Rahway
in the County of Union

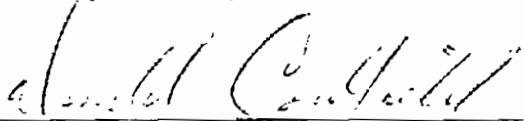
By:


Daniel L. Martin
Mayor

Attest:


Secretary
DELEGATE

Rahway Policemen's Benevolent
Association, Local #31


Donald Caulfield
President