

Resolution of the City of Rahway, N. J.

No. AR-34-76

Date of Adoption.....

TITLE RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT AMENDMENT WITH POLICE OFFICER'S BENEVOLENT ASSOCIATION LOCAL #31.

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Corporation Counsel

Title

Councilman.....Presents the following Resolution:

WHEREAS, through fair and lawful collective bargaining the City and Police Officer's Benevolent Association Local #31 have arrived at an agreement;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute the attached amendment to the existing applicable labor agreement, subject to law and the availability of funds.

70-77

THIS BOOK DOES NOT CIRCULATE

ADOPTED May 22, 1976

CERTIFIED TRUE COPY

[Signature]
City Clerk

Amendment to Agreement

This is an amendment, entered into this _____ day of

_____, 1976, by and between the City of Rahway, New Jersey, hereinafter referred to as the Employer, and the Policemen's Benevolent Association, Local No. 31, hereinafter referred to as the PBA, to an agreement dated April 17th, 1973 by and between the City of Rahway, New Jersey, and the Patrolmen's Benevolent Association No. 31.

The Employer and the PBA hereby agree as follows --

- 1 - The agreement between the Employer and the PBA dated April 17th, 1973 is hereby reinstated and extended in all its provisions and definitions except as amended herein and hereby.
- 2 - The Employer agrees that active promotional lists are to be maintained at all times.
- 3 - An employee with less than six months field experience shall not be permitted to work alone, but rather shall work with a partner with at least two years of experience or, if no such partner is available, with the most senior employee available, provided that this provision shall not require the Employer to hire additional manpower in order for it to be enforced.
- 4 - Employees shall be permitted to split vacation and holiday periods in a manner acceptable to the PBA and the Employer, provided that the concept of seniority order of selection is not jeopardized.
- 5 - Jobs in the patrol division shall be bid in annually on a seniority basis.
- 6 - For 1976, the clothing allowance will be \$350; for 1977, the clothing allowance will be \$450.
- 7 - The Employer agrees to replace or make restitution for the personal property of employees lost or damaged as a result of the performance of required duties, provided that said property is job related in that its use is a function of the performance of duties. For example, a radio or a wristwatch would not be considered such property; a set of handcuffs would be. The Employer may require proof, through the PBA, from any employee that any claim made under this provision is justified.

7 - The PBA agrees that the Employer may require replacement or restitution from employees for lost or damaged City property when such loss or damage results from negligence on the part of the employee. The PBA may require that the Employer submit proof of negligence.

8 - Any employee hired after January 1st, 1976 will not be eligible for any longevity benefits.

9 - Effective January 1st, 1976 the salary for first year police officers hired after January 1st, 1976 will remain at the present level. Employees hired after January 1st, 1976 will receive a 5% pay raise after one year of service; another 5% pay raise after two years of service, and the maximum police officer's salary after three years of service. July 1st shall be the cutoff date for commencement of service for determining completion of a year's service. For example, a police officer hired between January 1st, 1976 and June 30th, 1976 will have completed one year of service on December 31st, 1976; a police officer hired between July 1st, 1976 and December 31st, 1976 will have completed one year of service on December 31st, 1977.

10 - Employees in the bargaining unit shall receive longevity compensation, which is a percentage of the previous year's base salary as follows --

<u>Years of Service Required</u>	<u>Longevity Compensation</u>
Four years	2%
Eight years	4%
Twelve years	6%
Sixteen years	8%
Twenty years	10%
Twenty-five years	12%

Determination of completion of a year's service shall be as in Article 9 herein.

11 - Employees shall be entitled to one day of vacation time per month until the completion of one year of service up to a maximum of 12 days. After completion of one year of service, employees shall be entitled to 12 days 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 of Police and the Business Administrator. Employees on the payroll as of January 1st, 1976 will not lose any vacation days as a result of this provision.

- 12 - For employees retiring after January 1st, 1976 the Employer and the PBA agree to share equally payments of premiums for continuation until age 65 of such an employee's hospitalization coverage, provided such coverage is as administered by the State of New Jersey Police and Firemen's Retirement System.
- 13 - The Employer may require a medical doctor's certificate from any employee, at the employee's expense, if an employee uses sick time to fail to report to work for more than two consecutive work days. No other restrictions may be placed on the use of sick time. This provision shall be in effect as a pilot program only until December 31st, 1976, at which time it shall become subject to review and renegotiation by the parties hereto.
- 14 - On retirement an employee shall be entitled to all vacation and holiday pay due in the retirement year, in addition to terminal leave.
- 15 - Patrolmen in the patrol division may elect to sell one, two or three personal days back to the City at their regular daily rate.
- 16 - Patrol division manpower requirements are to remain as presently in effect, and as per past practice.
- 17 - Employees working in positions or capacities other than their normal position or capacity shall be compensated at the regular base rate of the position or capacity in which they are working.
- 18 - Grades of detectives shall be as per City Ordinances. Employees working as Grade 3 detectives shall receive additional compensation in the amount of \$250 per year; Grade 2 detectives \$500 per year; Grade 1 detectives \$750 per year.

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- 19 - The parties hereto shall, during 1976, agree to a Police Officer's Bill of Rights.
 - 20 - When the Employer orders changes in present uniform or equipment requirements, the Employer shall be responsible for the cost, if any, of such changes.
 - 21 - The survivors, or if none the estate, of a deceased employee shall receive payment for time accumulated according to the same formula used for terminal leave.
 - 22 - The regular tour of duty is eight hours, of which one hour shall be considered break time.
 - 23 - Shift commanders shall be authorized to make temporary or emergency job changes when a Captain or the Chief is not available, provided that a Captain or the Chief is advised thereof as soon thereafter as possible. This provision shall be in effect as a pilot program until December 31st, 1976, at which time it shall be subject to review and renegotiation by the parties hereto.
 - 24 - Excluding time off required by law for convention attendance, the State delegate for the PBA shall be granted 15 days off per year to attend to PBA business and the President of the PBA shall be granted 5 days off to attend to PBA business.
 - 25 - The Employer agrees to permit superior / ^{officers} on duty to pick up officers coming on duty from the officers' home or to return officers to the officers' home at the completion of duty, provided that said homes are located in the City of Rahway.
 - 26 - No person who is not a police officer shall be employed to fulfill the dispatcher function of the Rahway Police Department.
 - 27 - For 1976, there will be a general pay increase equal to the increase in the cost of living plus \$342.00. The increase in the cost of living shall be computed in increments of $\frac{1}{2}\%$ as follows: for every full $\frac{1}{2}\%$ that the cost of living for 1975 exceeded the cost of living for 1974,

there shall be a general pay increase of $\frac{1}{2}\%$ plus \$342. For example, if the cost of living for 1975 exceeds the cost of living for 1974 by 8.1%, then and in that event the general pay increase for 1976 would be 8% plus \$342.

- 28 - For 1977, there will be a general pay increase equal to the increase in the cost of living, or a minimum of 6% or a maximum of 10% should the increase in the cost of living be less than 6% or more than 10%, plus 3%. The increase in the cost of living shall be computed in increments of $\frac{1}{2}\%$ as follows: for every full $\frac{1}{2}\%$ above and beyond 6% that the cost of living for 1976 exceeds the cost of living for 1975, then and in that event there shall be a general pay increase of 6% plus $\frac{1}{2}\%$ up to a maximum of 10%, plus 3%. It follows that in no event could the total general pay increase for 1977 exceed 13%. For examples: if the cost of living in 1976 exceeds the cost of living in 1975 by 5%, there will be a general pay increase in 1977 of 6% plus 3% equalling 9%; if the cost of living in 1976 exceeds the cost of living in 1975 by 8.1%, there will be a general pay increase in 1977 of 8% plus 3% equalling 11%; if the cost of living in 1976 exceeds the cost of living in 1975 by 12%, there will be a general pay increase of 10% plus 3% equalling 13%.
- 29 - For purposes of this agreement cost of living figures shall be as issued by the New Jersey Department of Labor for this area.
- 30 - For purposes of definition, the following shall apply: the term "employee" or "employees" shall mean an employee or employees in the bargaining unit; the term "police officer" is used as a substitute for "patrolman" wherever possible to avoid implications of sex discrimination and such substitution is determinable by common sense as distinguishable from "superior officers" who are employees holding the rank of sergeant, lieutenant, captain or chief.

AGREED:

For the Employer:

Donald H. Martin

Mayor

For the PBA:

David Stone

PRESIDENT

[Signature]

City Clerk

John L. [Signature]

STATE DELEGATE



THE CITY OF RAHWAY, NEW JERSEY

Office of the Business Administrator

JOSEPH M. HARTNETT
Business Administrator

TO: Mayor and Members of the Municipal Council
FROM: Joseph M. Hartnett, Business Administrator
DATE: February 3rd, 1976
RE: P. B. A. Contract

Please be advised that the wording of Article #17 in the proposed

P. B. A. contract should read as follows:

17. Employees working in positions or capacities other than their normal position or capacity as a result of adhering to Article 16 herein shall be compensated for such time worked at a rate equivalent to what the rate would be if they were permanently appointed to such position or capacity.

JMH:gik