

AGREEMENT BY AND BETWEEN  
THE CITY OF RAHWAY, NEW JERSEY,  
AND P. B. A. LOCAL #31

Be and it is hereby agreed by and between the aforecaptioned parties as follows:


1. Terms and conditions of the existing agreement between the parties shall remain in full force and effect except as changed or modified hereby.
2. Effective April 1st, 1983, rates of pay for all positions in the bargaining unit shall be increased by 5%.
3. The use of personal days and compensatory time shall not be permitted on holidays.
4. Upon severance for any reason except death or permanent disability, an employee who has been employed for less than six months in the year of severance shall be entitled to half of the annual clothing allowance.
5. Employees who have personal days and/or compensatory time available to use shall not be permitted to switch job assignments pursuant to Article XI Section 1.d. unless expressly permitted by the employer in any given instance.
6. Employees shall have the option of taking compensatory time in lieu of overtime pay provided no employee shall be permitted to accumulate compensatory time in excess of twenty-one hours.
7. The employee assigned as commander of the Traffic Bureau shall receive additional compensation at the annual rate of \$1660, if such employee's permanent rank is below that of Lieutenant. Work performed in the capacity of acting commander of the Traffic Bureau shall be compensated at the daily rate of \$9.10.
8. Employees assigned as detectives shall receive additional compensation at the annual rate of \$500 commencing after ten consecutive work days in such assignment. After one year of assignment with compensation at this rate, the rate shall be increased to \$1,000.
9. Minimum manpower provisions and requirements are replaced as follows- The parties agree that a manpower standard of six patrol officers on duty at all times is a general objective of the Rahway Police Department in the interests of public safety and working safety. This standard may on occasion be tempered by prudent management of available resources, including the clearing of compensatory time owed, to provide for public safety and working safety at times when demands are less, for example between 6:30 A. M. and 11:30 A. M. but not between 3:30 A. M. and 6:30 A. M. In any instance other than the aforesaid example when a decision has been made not to follow the aforesaid standard, said decision shall be reviewed as soon as possible by a review panel consisting of two representatives of the P. B. A. and two superior officers designated by the employer and the review panel may establish guidelines which shall be followed for future situations equal to the one on which the decision reviewed was based.
10. The position of Captain is excluded from the bargaining unit, except for purposes of negotiating salary and paid benefits, and, accordingly, the portion of a letter of understanding between the parties dated June 22nd, 1979, regarding Captains is no longer applicable.

11. Effective January 1st, 1984, a retiree shall be compensated in full for his final year's sick leave if he has not used any sick leave in the twelve 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 twelve and multiplying the result by the unused sick days in the retirement year).
12. The optional sick leave program as per Article VI Section 2.d. shall continue for year 1983, and the City's option to continue it annually shall be a permanent part of contract.
13. Travel mileage reimbursement, as per Article VII Section 3.a.2. shall be \$0.17 per mile.
14. Within sixty days after the City's current new computer installation is complete and operational as to payroll, a payroll deduction deferred compensation plan shall be made available to the employees, providing the conditions of the agreed plan, such as participation level, are met.
15. On January 1st, 1983, a lump sum payment shall become immediately due and payable to the employees, to be paid in the first pay period of 1984, as an adjustment for the increase in the cost of living in 1983, as follows:

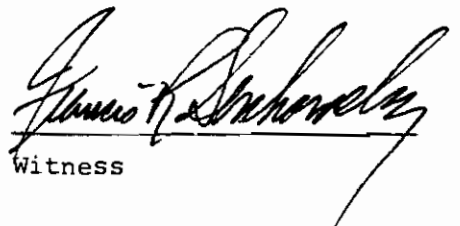
Police Officer First Year	-	\$264.54
Police Officer Second Year	-	\$277.03
Police Officer Third Year	-	\$290.16
Police Officer Fourth Year	-	\$371.20
Sergeant	-	\$416.96
Lieutenant	-	\$468.37
Captain	-	\$526.11

16. This agreement shall be in full force and effect from January 1st, 1983, through and including January 1st, 1984.

For the City of Rahway:



Daniel L. Martin, Mayor



Witness

For P. B. A. Local #31



President



Witness

STATE OFFICE

AG

AGREEMENT BY AND BETWEEN  
THE CITY OF RAHWAY, NEW JERSEY

AND

P.B.A. LOCAL #31 OF RAHWAY, NEW JERSEY

City Clerk's  
copy  
9/30/81

Preamble

This is an agreement made and entered into in Rahway, New Jersey this 30<sup>th</sup> day of September, 1981 pursuant to fair and lawful collective bargaining by and between the City of Rahway, New Jersey, hereinafter referred to as the "City" or the "Employer" and the Rahway Patrolman'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 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.

Agreement: City & PBA  
Continued . . .

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: Police Officers' Rights

Pursuant to Chapter 303, Public Laws, 1968, 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 Chapter 303, Public Laws 1968 or other Laws of New Jersey or the Constitution of New Jersey and 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 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. 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 rights 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 law.

Agreement: City & PBA  
Continued . . .

Article IV: Management Rights

Except to the extent expressly modified by a specific provision of this Agreement, or by express provisions of applicable law, the City 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 nonexistence 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 give the City the right to arbitrarily abridge the provisions 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. 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

Agreement: City & PBA  
Continued . . .

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.

- 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, 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 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. In an emergency declared by the Mayor of the City of Rahway, all vacations and paid holidays may be suspended until such emergency is declared over.

Section 2 - Holidays

- a - Designation of Days. Each officer shall be compensated with twelve (12) 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	Labor Day
Lincoln's Birthday	Columbus Day
Good Friday	Veteran's Day
Easter	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Washington's Birthday

- 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.

Agreement: City & PBA  
Continued . . .

- 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 of Rahway, 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 in Section 2a.
- d - Personal Leave. Each officer shall be entitled to three personal days leave annually with pay, in addition to the sick days, vacation time, holidays and other leave provided for herein. One hour of duty notice is required for use of personal days, which shall not be denied except if there is a manpower shortage. Patrolmen in the patrol division may elect to sell one, two or three personal days back to the City at their regular daily rate.
- e - PBA Leave. Excluding time off required by law 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, 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 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. One day funeral leave, for the purpose of attending the funeral, will be granted for brother/sister-in-law and grandparents.

Agreement: City & PBA  
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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. In the event that leave without pay is denied by the Director, an officer has the option to file a grievance under Step B of the Grievance Procedure. 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 to him in one immediate cash payment or in January of the year after retirement, if he 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 a deceased employee shall receive payment for time accumulated according to the same formula used for terminal leave.

Hospitalization benefits as paid by the City shall be continued for members retired on pension, provided as follows:

- a. That this benefit is subject to the rules, regulations, and provisions of the New Jersey Division of Pensions.
- b. That the retired member is eligible to enroll for said coverage through the New Jersey Division of Pensions and does so enroll.
- c. The member is not eligible for significantly similar coverage by virtue of other employment or by virtue of coverage through a family member.
- d. The member is not eligible for government coverage through other programs; for example, medicare.
- e. In the event of "c" or "d" above, the member shall not enroll for any coverage that requires payment by the City.

Section 2 - Sick Leave

a - Number of Days. An officer is entitled to one day's paid sick leave 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



Agreement: City & PBA  
Continued . . .

each officer's tenure.

- c - Use of Sick Leave. 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 days. No other restrictions may be placed on the use of sick time. 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 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.
- d - Optional Sick Leave Program. Provided that notice is given to the P.B.A. by January 14th, 1982, the City may, at its discretion, put into effect for this agreement the following provisions:
- i. Retroactive to January 1st, 1979, all accumulated sick time will be pro-rated to an hourly basis based on a standard of fifteen eight-hour days per year.
  - ii. The use and accumulation of sick time will be pro-rated to an hourly basis based on the established standard. Thus, an employee working ten-hour work days will be eligible for 120 hours - or twelve of his/her work days - per year sick leave.
  - iii. Any employee not using any sick leave at all for a full calendar year will receive compensation in the first payroll of the next year in an amount equal to forty hours pay at his/her average hourly pay for that period, will have forty hours deducted from his/her sick leave for the year, and will have the balance of his/her sick leave for the year accumulate.

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- iiii. 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 an amount equal to forty 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 sick leave for the year, and will have the balance of his/her sick leave for the year accumulate.
  
- v. 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 120 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 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 so chooses.

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. 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 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, on an equal basis, 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 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).

Section 3 - Reimbursement for Expenses

- a - Rates.
  - 1. 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.
  
  - 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 employment, if the 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 the 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 \$800 for the replacement of clothing and equipment. This payment will be made to the officer in a lump sum two weeks after the budget passes. 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. 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. 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 negligence on the part of the employee. The PBA may require that the City furnish proof of negligence. When the City orders changes in present uniform requirements, the City shall be responsible for the cost, if any, of such changes.

Article VIII: Overtime

When Overtime Occurs. Overtime shall be paid to any officer when required to perform services in excess of a completed eight hour tour or on a regularly scheduled day off. Officers shall be paid



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Continued . . .

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. Job-related court appearances shall be treated as duty time. 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 from their regular tour following an overtime assignment shall be ineligible for the overtime list for five tours of duty.

Minimum Overtime. Except as hereinbefore provided, whenever an officer is called to perform overtime duty when already off duty, the officer shall be paid for a minimum of two 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.

Article IX: Vacancies

1. Vacancies in the Department shall be filled within a reasonable time after the occurrence of said vacancy.
2. The Employer agrees that active promotional lists are to be maintained at all times.
3. Employees working in positions or capacities other than their normal position or capacity shall be compensated at the regular rate of the position or capacity in which they are working.
4. 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.

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Article X: 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

- a - Base salary shall be the highest salary that an officer is duly and properly authorized to receive at the beginning of each calendar year. To receive credit for a year's service, an officer must be employed prior to July 1st of the given year. The base salaries shall be as follows:

	Effective:	1/1/81	7/1/81	4/1/82
Police officers:				
	First year	15,095	15,535	17,088
	Second year	15,808	16,268	17,895
	Third year	16,557	17,039	18,743
	Fourth year	21,181	21,798	23,978
Sergeants		23,793	24,486	26,934
Lieutenants		26,727	27,505	30,255
Captains		30,022	30,896	33,985

Grades of detectives shall be as per City ordinances. Employees working as Grade 3 detectives shall receive additional compensation in the amount of \$400. per year; Grade 2 detectives \$650. per year; Grade 1 detectives \$900. per year.

- b - Pay differential between ranks shall be 12.33%.

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Section 4 - Longevity Program

Officers 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-four years	12%

Determination of completion of a year's service shall be with July 1st as the cutoff date: for example, a police officer hired between January 1st, 1977 and June 30th, 1977 will have completed one year of service on December 31st, 1977; a police officer hired between July 1st, 1977 and December 31st, 1977 will have completed one year of service on December 31st, 1978.

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

Article XI: Working Conditions

Section 1 - Shift Changes and Switches

- 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 such shift change is not given at least

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Continued . . .

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 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 - Members shall have the right to switch a tour of duty with a member of equal rank up to twelve (12) times a year, 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.
- e - 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.
- 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 - 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.
- h - The Employer agrees to permit superior officers on duty to pick-up officers coming on duty from the officer's home or to return officers to the officer's home at the completion of duty, provided that said officer's homes are located in the City of Rahway.
- i - No person who is not a police officer shall be employed to fulfill THE DISPATCHER POSITION IN THE POLICE DEPARTMENT.

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 1st, 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 sergeants and one lieutenant to the department and that this objective shall be given equal weight in the resolution of any disputes as the sum weight of all other objectives. Provisions of the work schedule are as follows:

- a. A four day on, four day off two platoon schedule for the patrol division.



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Continued . . .

- b. Minimum manpower of two superior officers and six patrol officers at any given time shall be maintained for the patrol division. When municipal court is in session and on Fridays and Saturdays between the hours of 7 p.m. and 3 a.m., three superior officers shall be the standard.
- c. For the time period of 6:30 a.m. until 11 p.m., or thereabouts, one officer patrols (i.e. one officer per vehicle) may be utilized at the City's discretion.
- d. In any bidding for time-off, no individual shall be permitted on any one bid to seek or obtain more than three tours of duty off.
- e. Lieutenants serving as shift commanders shall be responsible for decisions relative to manning the shifts and no one below the rank of lieutenant shall have such responsibility or authority.
- f. There shall be a total of one hour break time per individual per shift.
- g. 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 or her own time without said compensation it shall be said officer's prerogative to do so.
- h. Working schedules for divisions and bureaus other than patrol shall be as per the attached memo from the City Business Administrator dated June 22nd, 1979.
- i. For purposes of terminal pay, time owed shall be computed as per the current working schedule; that is, 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 eight.
- j. Jobs in the patrol division shall be bid in annually on 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 of 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.

Article XII: Miscellaneous

Section 1 - 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 twenty-four 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" 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 sargeant, lieutenant, captain or chief.
- d - Manpower Shortage. Manpower shortage is defined as the inability by reasonable effort to fill a job or jobs.

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Continued . . .

- 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 New Jersey Patrolman's Benevolent Association, Local #31.
- 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 purposes 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 any subsequent year, shall 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.
- j - Manpower. Manpower is defined as provided for in the two agreements preceding this agreement, which were executed in 1973 and 1976 and which stated, respectively, as follows: "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"; and, "Patrol Division manpower requirements are to remain as presently in effect, and as per past practice".

Article XIII: 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

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Continued . . .

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.

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Continued . . .

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 XIV: 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.

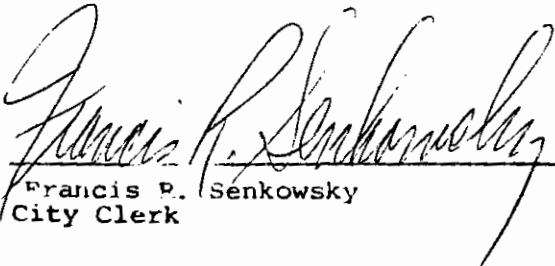
Article XV: Term

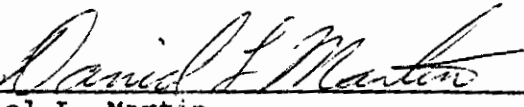
This Agreement shall be in full force and effect from January 1st, 1981 through and including the 31st day of December, 1982. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, written notice shall be given to the other 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:

The City of Rahway  
in the County of Union

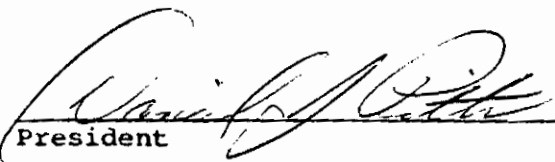
  
Francis P. Senkowsky  
City Clerk

By:   
Daniel L. Martin  
Mayor

Attest:

Rahway Policemen's Benevolent  
Association, Local #31

  
Louis Lacey  
Delegate

  
Daniel L. Martin  
President