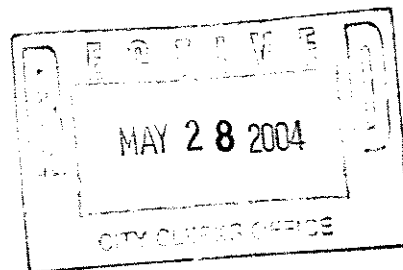


**LOCAL 32 O.P.E.I.U.**

**RAHWAY CITY HALL  
WORKERS  
AND  
COMMUNICATIONS  
OPERATORS**

**CONTRACT PERIOD  
JULY 1, 2003 - JUNE 30, 2007**



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**AGREEMENT**

This Agreement is entered into by and between Office and Professional Employees International Union, OPEIU, Local 32, AFL-CIO,

Union, hereinafter referred to as the "Union" or the "OPEIU" and the City of Rahway, New Jersey, hereinafter referred to as the "Employer" or the "City".

The effective date of the Agreement is July 1, 2003.

This Agreement shall expire on June 30, 2007.

## ARTICLE 1

### RECOGNITION

1. The employer recognizes the OPEIU as the sole and exclusive bargaining agent for all employees covered by this Agreement, in all matters pertaining to rates of pay, wages (salaries), hours of work, benefits and other terms and conditions of employment.

2. The provisions of this Agreement shall apply to all accretions to the bargaining unit(s), including but not limited to, new job classifications or groups of employees not presently provided for, newly established or acquired facilities and/or consolidation of facilities.

3. Excluded from the bargaining unit are all confidential, professional, supervisory, watchmen, guards, and other employees excluded under the New Jersey Employer Employee Relations Act, N.J.S.A. 34:13A-1 to N.J.S.A., 34:13A-29. Included are office clericals employed at the City Hall, Department of Public Works, Police Department, Fire Department, Recreation Center, Senior Citizen Center and all Communications Operators.

4. The bargaining unit shall include permanent part time employees with work weeks of 20 hours or more in regard to salaries, paid benefits, disciplinary action and non-discrimination in the work place and other terms and conditions of employment as agreed. However, there is no guarantee of a full time position at entry level. Non-permanent part time employees or those with work weeks less than 20 hours are excluded.

## ARTICLE 2

### SUPERVISORY & OTHER EXCLUDED PERSONNEL

At no time will any excluded employee or employee with supervisory authority be permitted to perform any work covered by this Agreement. However, this provision shall not restrict the Employer from making temporary work assignments for the purpose of training or for temporary emergency needs, but this provision shall not be used by the Employer to circumvent the terms of this Agreement or to deny employees the opportunity to earn wages.

## ARTICLE 3

### TRANSFER OF TITLE OR INTEREST

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

## ARTICLE 5

### MANAGEMENT'S RIGHTS

Except to the extent expressly modified by a provision of applicable law and a provision of this contract, the City of Rahway reserves and retains, solely and exclusively, all of its statutory and common law rights to manage the operation of the Departments of the City of Rahway, as such rights existed prior to this or any other agreement with the Union. The sole and exclusive rights of the City of Rahway shall include, but are not limited to, its right to determine the existence or non-existence of needs or facts which are the basis for the existence or structure of any Department; rights to management decisions establishing or continuing policies, practices or procedures for the conduct of any Department and their services to the citizens of Rahway, and from time to time, change or abolish such practices or procedures; to comply with the public's "right to know" and established accountability methods, such as electronic or mechanical time-worked recording devices, as the efficient governing of the City and the aforesaid compliance require; its right to determine, and from time to time, redetermine the ~~number,~~ ~~locations and types of its officers and employees or to discontinue any performance by officers or~~ employees of the City of Rahway; to determine the number of hours per day or week any operation of any Department may be carried on; to select and determine the number and types of employees required; to assign to such employees in accordance with the requirements determined by the Departments and City management authorities; to establish training programs and upgrading requirements for employees; to establish and change work schedules and assignments; to transfer, promote or demote employees for just cause, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons, to determine the facts of lack of work; to establish, continue, alter and enforce reasonable rules for the maintenance of

discipline; to suspend, discharge or otherwise discipline employees for just cause; and to otherwise take such measures as may be determined as necessary for the orderly and efficient operation of City Departments and City government in general, and for the public health, safety and welfare, provided that nothing herein shall prevent an employee from presenting, a grievance for an alleged violation of any specific article or term of this Agreement.



## ARTICLE 6

### INSPECTION PRIVILEGES

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

## ARTICLE 7

### SHOP STEWARDS

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

## ARTICLE 8

### GRIEVANCE & ARBITRATION PROCEDURE

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

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

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

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

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

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

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

Any incidents of disciplinary action that constitute "major discipline," as defined by the State Department of Personnel, may be appealed to the State Department of Personnel only.

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

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

## ARTICLE 9

### SEPARATION OF EMPLOYMENT

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

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

## ARTICLE 10

### DISCHARGE OR SUSPENSION

1. The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the Employer must immediately notify the employee, in writing, of his discharge or suspension and the reasons therefore. Such written notice shall also be given to the shop steward, and a copy mailed to the Union Office within one (1) working day from the time of discharge or suspension.

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

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

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

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

## ARTICLE 11

### UNION BULLETIN BOARD

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

## ARTICLE 12

### NON-DISCRIMINATION

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

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

## ARTICLE 13

### WORK ASSIGNMENTS

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

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

## ARTICLE 14

### NOTIFICATION TO THE UNION

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

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

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

## ARTICLE 15

### PROBATIONARY PERIOD

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

## ARTICLE 16

### SENIORITY

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



## ARTICLE 17

### LAYOFFS & RECALLS

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

## ARTICLE 18

### PROMOTIONS AND TRANSFERS

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

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

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

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

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

6. Promotions made shall be to the step in the salary range which represents a minimum of a 5% increase over the promoted employee's previous base salary.

## **ARTICLE 19**

### **DEMOTIONS AND LAYOFFS**

Layoffs and demotions shall be effectuated in accordance with Department of Personnel rules and regulations, where applicable.

## ARTICLE 20

### HOURS OF WORK - NON-COMMUNICATIONS OPERATORS

1. The Employer agrees to schedule each employee for seven (7) hours of work each day and for thirty-five (35) hours of work each week, Monday through Friday inclusive. Effective January 1, 1993, the summer work schedule (9:00 a.m. to 4:00 p.m.) shall be discontinued. There shall be no split shifts. Part-time employees shall be paid only for hours worked.
2. The Employer shall allow a one (1) hour lunch period each day.
3. The Employer agrees to allow an additional paid one-half (1/2) hour lunch period whenever an employee is required to work ten and a half (10 1/2) consecutive hours, and an additional paid one-half (1/2) hour lunch period for each subsequent four (4) hours of work.
4. The Employer agrees to compensate employees with a meal allowance of seven dollars and fifty cents (\$7.50) for overtime lunch period.
5. The Employer agrees to guarantee each full time employee a minimum of seven (7) hours of work or pay in lieu thereof each day, Monday through Friday.
6. The parties agree that work schedules and overtime pay shall be in accordance with recent changes and rulings pertaining for federal law and regulations.

**ARTICLE 20-A**

**HOURS OF WORK - COMMUNICATIONS OPERATORS**

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

Where no Communication Operators are on vacation:

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

Where a Communication Operator is on vacation:

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

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

**ARTICLE 21**

**RATES OF PAY**

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

Salary Range R4 shall be a seven (7) step salary range and shall consist of two separate step systems; the first for those in the R4 range hired prior to January 1, 1985, the second for those hired after that date.

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

2. The negotiated increases in wages rate are as follows:

Effective: July 1, 2003 – 1%	January 1, 2005 – 2%
January 1, 2004 – 1.5%	July 1, 2005 – 3%
July 1, 2004 – 1.5%	July 1, 2006 – 3%

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

## ARTICLE 22

### WORKING AT DIFFERENT RATES

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

Female Communications Operators may be required to undergo training and to become certified as Police Matrons. Those Communications Operators certified as Police Matrons may be required, while on duty and as part of their job duties, to serve as matrons for the Rahway Police Department. Communications Operators will receive no additional compensation for the first consecutive hour during which they perform matron duties. For any consecutive time spent performing matron duties in excess of one (1) consecutive hour, that Communications Operator will receive her appropriate hourly rate of pay for that time, plus the difference between the appropriate hourly rate and \$20.00 (the hourly rate currently paid Police Matrons), for a minimum of two (2) hours. The provision of this paragraph apply only to those occasions when a Communications Operator, while actively performing her duties as such, is assigned to matron duties. This paragraph does not apply to those occasions when an off-duty Communications Operator performs matron duties.

## ARTICLE 23

### PREMIUM PAY

All overtime pay shall be at the rate of one and one-half (1 1/2) times the straight time hourly rate, with the exception of time spent in the service of the Employer on any Sunday which shall be paid at two (2) times the straight time hourly rate. The straight time hourly rate for full time employees shall be computed by dividing the annual base salary by 2,080.

Communications Operators are not eligible for premium pay for work performed on Sundays.

## ARTICLE 24

### PAY DAY

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

2. When pay falls on a holiday, then the preceding work day will be pay day.
3. Overtime pay will be by separate check on the second pay of each month.



## ARTICLE 25

### LONGEVITY

1. Employees are entitled to receive increments in longevity pay of two percent (2%) following the completion of each four (4) year's of employment, up to a maximum of twelve percent (12%).

2. The Employer agrees to pay longevity entitlement in accordance with the following formula: Previous year's base salary multiplied by total longevity percentage entitlement equals total longevity pay. Longevity pay shall be considered as part of base wages for the purpose of computing holiday pay, sick pay and retirement.

3. The Longevity entitlement described above is based on each employee's initial date of hire.

4. Employees hired after December 31, 1978 shall not be entitled to any longevity pay.

ARTICLE 26

HOLIDAYS - NON-COMMUNICATIONS OPERATORS

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

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

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

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

Any holiday which falls on Sunday shall be celebrated the following Monday.

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

ARTICLE 26 - A

HOLIDAYS - COMMUNICATIONS OPERATORS

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

Said holidays are as follows:

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

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

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

**ARTICLE 27**

**VACATIONS**

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

2. Vacation pay shall be based on seven (7) hours straight time pay for non-Communications Operator employees, and ten (10) hours straight pay for Communications Operators, for each day of vacation.

**TOTAL EMPLOYMENT SENIORITY VACATION ENTITLEMENT**

Less than one (1) year	One (1) day for each month of employment
One (1) year	Twelve (12) days
More than one (1) year	Twelve (12), plus one (1) day for each additional year of employment up to maximum of 25 days

3. Vacations may be scheduled throughout the calendar year.

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

5. In each Department, preference for selection shall be awarded employees in the order of greatest total employment seniority in the bargaining unit. In order to comply with selection of vacations by total employment seniority, the City shall maintain the right to assign personnel during vacation, as the efficient governing of the City requires.

6. In the event a holiday, named in this Agreement, falls during a non-communications Operator employee's vacation period, such non-Communications Operator employee shall receive an additional day's vacation.

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

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

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

## **ARTICLE 28**

### **PERSONAL DAYS - NON-COMMUNICATIONS OPERATORS**

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

## **ARTICLE 28 -A**

### **PERSONAL DAYS - COMMUNICATIONS OPERATORS**

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

## ARTICLE 29

### SICK LEAVE - NON-COMMUNICATIONS OPERATORS

1. Employees on the payroll as of December 31st of the preceding year shall be entitled to a fifteen (15) sick leave days, at the beginning of each calendar year without loss of pay.
2. Employees hired after January 1st shall be entitled to 1.25 sick leave days for each month of employment, without loss of pay.
3. Any employee's entitlement to accumulated pay for sick leave shall be prorated during the year for the employee's last year of employment with the City based on the amount of time the employee served during that calendar year.
4. The City shall implement a new sick leave verification policy at its expense.

## ARTICLE 29 -A

### SICK LEAVE - COMMUNICATIONS OPERATORS

1. Communications Operators on the payroll as of December 31st of the preceding year shall be entitled to twelve (12) sick leave days, at the beginning of each calendar year.
2. Employees hired after January 1st shall be entitled to one (1) sick leave day for each month of employment, without loss of pay.
3. Any employee's entitlement to accumulated pay for sick leave shall be prorated during the year for the employment with the City based on the amount of time the employee served during that calendar year. The City shall implement a new sick-leave verification policy at its expense.
4. The City shall implement a new sick leave verification policy at its expense.

## ARTICLE 30

### TERMINAL LEAVE

1. Effective January 1, 2001, the employees' terminal leave program will be as follows:

- Employees' sick leave banks maintained for terminal leave purposes and earned before January 1, 2001 will be paid out upon retirement on a day for day (100%) basis up to the first 90 days earned; thereafter, the payment will be on the basis of one day for each three days earned.
- All sick leave earned after January 1, 2001 will accrue for terminal leave purposes on the basis of ½ day paid out as terminal leave for each day earned (50%).
- Irrespective of the time and manner in which terminal leave has been accrued by employees, no employee will be entitled to more than \$15,000 terminal leave payout upon retirement.
- The method used to charge sick leave, for terminal leave purposes, will be on the basis of last in/first out. Thus, sick leave days earned after January 1, 2001 will be charged before sick leave days earned before January 1, 2001.

2. Employee's retiring at or after age 55, with minimum of five (5) years of service, shall receive terminal pay computed on a pro-rata basis.

3. In the event of an employee's death, payment of the above shall be made to the employee's heir(s).



## ARTICLE 31

### FAMILY LEAVE

Employees will be entitled to maternity leave without pay, with the opportunity to return to work, for a maximum of one (1) year, with the start of said leave to mutually agreed. Unpaid leaves of absences for other family-related reasons shall only be granted pursuant to Federal Family and Medical Leave Act, and New Jersey Family Leave Act, where applicable. Health and Medical insurance benefits shall remain in force, provided that the employee is not otherwise covered or eligible for said coverage and provided that the employee has completed a minimum of two (2) years of continuous employment with the City at the time family leave is initiated.

## ARTICLE 32

### GROUP INSURANCE AND PENSION

Each employee shall be enrolled for all benefit entitlements provided within the Public Employees Retirement System.

## ARTICLE 33

### HEALTH CARE INSURANCE GROUP

1. The Employer shall provide each employee with the following health care insurance with dependent coverage; Hospitalization, Surgical, Diagnostic, and Major Medical. Effective January 1, 2004, all new employees shall only be eligible to enroll in either the P.O.S or H.M.O. plan coverages.

2. 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 Pension;
- b. That the retired member is eligible to enroll for said coverage through the New Jersey Division of Pension and does so enroll;
- c. The member is not eligible for significantly similar coverage by virtue of other employment or by virtue of coverage through a family member;
- d. The member is not eligible for government coverage through other programs; for example, Medicare
- e. In the case of "c" or "d" above, the members shall not enroll for any coverage that requires payment by the City

3. Upon the implementation of an OPEIU disability plan, and after receipt of an itemized invoice from the Union, the City agrees to contribute one percent (1%) of a participating employee's base salary for a long term disability insurance plan to be purchased and administered by the OPEIU for all employees working twenty (20) hours or more. The method of said contribution shall be that the OPEIU, shall submit a monthly invoice to the City, listing the participating employees and the contribution due for each and as a total. Base salaries utilized shall be computed by taking an employee's annual salary rate and dividing by twelve (12). Upon verification of said voucher, the City shall pay the indicated sum to the OPEIU. Should the insurance program or the insurance carrier change, the Union will notify the City of such change at least 60 days in advance of such change, or as soon as practical. OPEIU hereby indemnifies the City against any contractual liability based upon disability claims filed by employees or any claims resulting from the termination of the prior disability plan.

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

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

## **ARTICLE 35**

### **FUNERAL LEAVE**

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

2. The employee's immediate family is considered to include: spouse, children, brother, sister, parents, parents-in-law, stepfather, stepmother, brother-in-law, sister-in-law, grandparents, or grandchildren of the employee or spouse.

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

4. Funeral leave with pay shall not exceed three (3) working days and shall terminate the day following the funeral.

5. The employer may request submission of proof.

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

## **ARTICLE 36**

### **SPECIAL LICENSES**

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

Each Communications Operator shall be required annually to obtain an American Heart Association Provider B or American Red Cross Community Level CPR certification. These

certifications will be obtained at no cost to the City provided the City runs or makes the required training available to the Communications Operators.

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

### **ARTICLE 37**

#### **JURY DUTY**

1. An employee who is called to jury duty shall immediately notify the Employer.
2. An employee who is excused from jury duty service on any day shall report for work on such day.
3. An employee shall not be required to report back for work on any day he is in attendance at court for jury duty service, regardless of the employee's shift.
4. The employer agrees to pay the employee an amount, in addition to jury duty service fees, sufficient to guarantee no loss in wages on account of such absence from work.

### **ARTICLE 39**

#### **MILITARY LEAVE**

1. Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments, thereto, shall be granted all rights and privileges provided by the Act.
2. Upon return from military service leave, an employee shall resume all his former employment service credits, together with such improvements as he would have gained had he

not entered military service, so that in no event will his employment service credit status be less than that provided by applicable government laws and regulations.

## ARTICLE 39

### WORKING CONDITIONS

1. The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water and with toilet facilities for employees only, if possible.
2. Sanitary Inspectors shall be provided with two (2) pairs of work shoes per year by the City.

## ARTICLE 40

### COMPENSATION CLAIMS

1. The Employer agrees to cooperate toward the prompt settlement of employee on-the job claims when such claims are due and owing, as required by law. The Employer shall provide Workmen's Compensation protection for all employees, or the equivalent thereof if the injury arose out of or in the course of employment.
2. In the event that an employee is injured on the job, the Employer shall pay such employee his day's guarantee for that day's loss because of such injury. An employee, who is injured on the job and is sent home or to the hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his regular shift that day. An employee, who is required by the Workmen's Compensation doctor to receive additional medical treatment during his regularly scheduled working hours, shall receive his regular hourly rate of pay for such time. An employee injured while on the job (i.e. suffering a working related injury)

will receive compensation for no more than seventy percent (70%) of his or her weekly salary, in accordance with N.J.S.A. 34:15-12.

3. Workmen's Compensation doctor shall mean the doctor selected by the Employer.

#### ARTICLE 41

##### SEPARABILITY & SAVINGS CLAUSE

1. If any article or section of this Agreement or of any supplements or riders, thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or riders, thereto or the application of such article or section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

2. In the event that any article or section is held invalid or enforcement of or compliance with has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

## ARTICLE 42

### COURT APPEARANCES

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

Mileage expense shall be paid by the City at a rate of \$.21 per mile if the Director of Public Safety determines such transportation is necessary and does not provide the same. All time spent in connection with such Court appearances will be compensated at the employees regular hourly rate of pay.

## ARTICLE 43

### UNIFORMS

Newly-hired Communications Operators will be provided with a uniform voucher in the amount of \$300.00 with which to purchase two (2) pair of uniform pants and four (4) uniform shirts and any other required clothing. Each year thereafter, every Communications Operator continuing in his/her employment shall receive a uniform voucher of \$150.00 with which to purchase one (1) pair of uniform pants and two (2) uniform shirts and other replacement clothing.

## ARTICLE 44

### LEGAL REFERENCE

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

2. Nothing contained, herein, shall be construed to deny or restrict to any employee such rights as he may have under applicable law.

## ARTICLE 45

### MAINTENANCE OF STANDARDS

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



R-2

Principal Clerk Typist - Principle Clerk Typist/Stenographer -  
Senior Clerk Typist/Stenographer, Principle Assessing Clerk/Typist

R-3

Senior Clerk Typist 1- Clerk Typist (hired before 1/1/85), Senior Book Machine Operator  
Senior Assessing Clerk/Typist, and Purchasing Expediter

R-4

Violations Clerk and Clerk Typist (hired after 1/1/85)

A-1

Senior Sanitary Inspector

A-2

Sanitary Inspector

A-3

Public Health Nurse

This does not include Senior Clerk Typists who were Clerk Typists at the time the preceding contract expired on July 1, 1995, and who, at that time, were within the R4 range. Those employees shall be paid at the maximum of the R4 range under the Agreement (see Schedule "A" ) and shall receive no step increments for the life of this Agreement.

(For examples of work, requirements, knowledge and abilities these descriptions come under State of New Jersey, Department of Personnel, Division of Personnel Management)

**CLASSIFICATION 1A****Steps**

<u>Effective</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
July 1, 2003	50,295	51,066	51,835	52,607	53,375
January 1, 2004	51,049	51,832	52,613	53,396	54,176
July 1, 2004	51,815	52,609	53,402	54,197	54,989
January 1, 2005	52,851	53,661	54,470	55,281	56,089
July 1, 2005	54,437	55,271	56,104	56,939	57,771
July 1, 2006	56,070	56,929	57,787	58,647	59,504

**CLASSIFICATION 2A****Steps**

<u>Effective</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
July 1, 2003	47,434	48,204	48,974	49,745	50,514
January 1, 2004	48,145	48,927	49,709	50,491	51,272
July 1, 2004	48,867	49,661	50,454	51,248	52,041
January 1, 2005	49,845	50,654	51,463	52,273	53,082
July 1, 2005	51,340	52,174	53,007	53,841	54,674
July 1, 2006	52,880	53,739	54,597	55,456	56,314

**CLASSIFICATION 3A****Steps**

<u>Effective</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
July 1, 2003	33,500	34,275	35,046	35,817	36,587
January 1, 2004	34,002	34,789	35,572	36,354	37,136
July 1, 2004	34,512	35,311	36,105	36,900	37,693
January 1, 2005	35,202	36,018	36,827	37,638	38,447
July 1, 2005	36,258	37,098	37,932	38,767	39,600
July 1, 2006	37,346	38,211	39,070	39,930	40,788

**CLASSIFICATION 4A****Steps**

<u>Effective</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
July 1, 2003	23,480	24,785	26,090	27,394	28,698
January 1, 2004	23,833	25,157	26,481	27,805	29,129
July 1, 2004	24,190	25,535	26,878	28,222	29,566
January 1, 2005	24,674	26,045	27,416	28,787	30,157
July 1, 2005	25,414	26,827	28,238	29,650	31,062
July 1, 2006	26,177	27,631	29,085	30,540	31,993

**CLASSIFICATION R2****Steps**

<u>Effective</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
July 1, 2003	31,911	32,680	33,449	34,222	34,991
January 1, 2004	32,390	33,170	33,951	34,735	35,516
July 1, 2004	32,875	33,667	34,460	35,256	36,049
January 1, 2005	33,533	34,341	35,149	35,961	36,770
July 1, 2005	34,539	35,371	36,204	37,040	37,873
July 1, 2006	35,575	36,432	37,290	38,151	39,009

**CLASSIFICATION R3****Steps**

<u>Effective</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
July 1, 2003	31,192	31,962	32,732	33,502	34,272
January 1, 2004	31,660	32,442	33,223	34,004	34,786
July 1, 2004	32,135	32,929	33,721	34,514	35,308
January 1, 2005	32,777	33,587	34,396	35,205	36,014
July 1, 2005	33,761	34,595	35,428	36,261	37,095
July 1, 2006	34,773	35,633	36,491	37,349	38,208

**CLASSIFICATION R4 (Date of hire prior to 1/1/04)****Steps**

<u>Effective</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
July 1, 2003	27,252	28,020	28,789	29,559	30,332
January 1, 2004	27,661	28,441	29,221	30,002	30,787
July 1, 2004	28,076	28,867	29,659	30,452	31,249
January 1, 2005	28,637	29,445	30,252	31,061	31,874
July 1, 2005	29,496	30,328	31,160	31,993	32,830
July 1, 2006	30,381	31,238	32,095	32,953	33,815

**CLASSIFICATION R4 (Date of hire after 1/1/04)****Steps**

<u>Effective</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
July 1, 2003	24,011	24,782	25,551	26,322	27,050
January 1, 2004	24,371	25,154	25,934	26,716	27,456
July 1, 2004	24,736	25,531	26,323	27,117	27,867
January 1, 2005	25,231	26,042	26,850	27,660	28,425
July 1, 2005	25,988	26,823	27,655	28,489	29,277
July 1, 2006	26,768	27,628	28,485	29,344	30,156

**PROFESSIONAL ACHIEVEMENT INCENTIVE PROGRAM**

**ADDENDUM #1**

For employees not holding of said title in any of said offices-listing of graduated payments up to a maximum of \$1000 for completion of all courses or degrees.

- ASSESSOR'S            \$250 payment upon completion of 1st course.  
                              (1) Property Tax administration  
                              \$250 payment upon completion of 2nd course.  
                              (2) Real Property Appraisal I  
                              \$500 payment upon completion of 3rd course.  
                              (3) Real Property Appraisal II  
                              Total will not exceed \$1,000.
- COLLECTOR'S            \$250 payment upon completion of 1st course.  
                              (1) Principal of Municipal Tax Collection I  
                              \$250 payment upon completion of 2nd course.  
                              (2) Principal of Municipal Tax Collection II  
                              \$500 payment upon completion of 3rd course.  
                              (3) Principal of Municipal Tax Collection III  
                              Total will not exceed \$1,000.
- CITY CLERK             \$500 payment upon completion of first 4 courses to be paid \$125  
                              per course.  
                              (1) Introduction of the Duties of the Municipal Clerk  
                              (2) Advanced Duties of the Municipal  
                              (3) Local Election Administration  
                              (4) Information and Records Management  
                              \$500 payment after completion of first 4 courses and completion  
                              of the 5th course and City Clerk Certification.  
                              (5) Municipal Finance Administration and City Clerk Certification  
                              Total will not exceed \$1,000.
- COMPTROLLER           \$125 per course not to exceed \$1,000.  
                              (1) Municipal Finance Administration  
                              (2) Municipal Budget Process  
                              (3) Intro to Fund Accounting-Municipal Current Fund Accounting  
                              I & II.  
                              (4) Municipal Capital & Trust Fund Accounting  
                              (5) Municipal Utility Fund Accounting any one of these courses for  
                              (6) Principles of Financial Management  
                              Total will not exceed \$1,000.

HEALTH

SANITARY INSPECTOR

\$1000 payment upon holding degree in any of the following: (1)  
Hold a Bachelor of Science degree in Environmental Health,  
Environmental science, any Natural Science or related field.

HEALTH OFFICER

\$1000 payment upon holding degree in any of the following: (1)  
Hold a M.D. PhD or M.S. in a health related field (i.e. veterinary  
Medicine, Medicine, Public Health, Environmental Science, Health  
Adm., Social Work, Nursing, Health Education, etc.)

BUILDING

\$1000 payment for the same accreditation's as Sanitary Inspector.  
(see Sanitary Inspector definition)  
\$500 payment for completion of housing or building inspector  
course.  
(1) 8-week course-given 1 day a week for 8 weeks (no right course  
given)  
(2) course will be taken with no loss of pay to employee, in the  
event of more than one employee wanting to take course, seniority  
will prevail.

COMMUNICATIONS

OPERATOR

\$150 upon certification as an Emergency Medical Technician  
("EMT").  
\$300 upon re-certification as an EMT.  
(The latter shall be available and payable only once every three (3)  
years.  
Payment for both is contingent upon the Communications Operator  
presenting to the Director of Public Safety, or his designee, proof  
of certification/re-certification).

1. Incentive pay shall be available to employees on a one-time basis only for the completion of a particular course, courses or degree unless otherwise indicated. Incentive payment checks shall be distributed once a year during the month of February. Payment shall be made in one lump sum, not added to annual salary to reflect an increase in an employee's bi-monthly paycheck. The amount will be added onto the employee's income tax statement at the end of the year and employees will be responsible for all taxes that may be due for the additional amount of income. These payments will not be added to base salaries to reflect a percentage increase when salaries are computed.

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

3. If an employee earns incentive pay during a particular fiscal year (July 1-June 30) and is separated from employment for any reason during the same year, incentive payment shall be calculated and paid on a pro-rated basis only.


**TERMINATION CLAUSE**

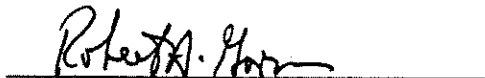
This Agreement shall be in full force and effect from the 1st day of July, 2003 up to and including June 30, 2007, and shall continue from year to year thereafter, unless and until written notice of a desire to cancel or terminate the agreement is served by either party upon the other, at least sixty (60) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 27<sup>th</sup> day


May of 2004.

CITY OF RAHWAY

  
\_\_\_\_\_  
JAMES KENNEDY, MAYOR

  
\_\_\_\_\_  
ROBERT A. GORMAN  
BUSINESS ADMINISTRATOR

LOCAL 32 OFFICE AND  
PROFESSIONALS EMPLOYEE  
INTERNATIONAL UNION

  
\_\_\_\_\_  
STEVEN TULLY  
SECRETARY - TREASURER

  
\_\_\_\_\_  
RENEE THRASH, SHOP STEWARD