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A G R E E M E N T

BY AND BETWEEN
CITY OF MARGATE CITY
AND

MARGATE CITY COMMUNICATIONS OPERATORS

JANUARY 1, 1990 THROUGH DECEMBER 31, 1993

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AGREEMENT

This agreement entered into this day of September, 1990, by and between the City of Margate City, in the county of Atlantic, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "City" and the Margate Communications Operators, hereinafter referred to as the "Communications Operators" represents the complete and final understanding on all bargainable issues between the City and the Communications Operators.

PURPOSE

This agreement is entered into pursuant to the provisions of Chapter 123, Laws of 1974 (N.J.S.A. 34:13A-5.1 et. seq.) of the State of New Jersey to promote and ensure harmonious relations, cooperation, and understanding between the City and the employees; to prescribe the rights and duties of the City and the employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interest of the people of the City of Margate City.

ARTICLE I
RECOGNITION

A. The City hereby recognizes the Communications Operators as the sole and exclusive negotiating agent and representative for all full-time and part-time Communications Operators employed in the Margate City Police Department.

ARTICLE 11

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employees having a grievance to discuss the matter informally with any appropriate member of the department.
- C. (1) With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or their representative on behalf of an individual employee or group of employees, from interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

With regard to the City, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this agreement.

- (2). With respect to employee grievances, no grievance may proceed beyond Step Two herein unless it constitutes a controversy arising over interpretation, application or alleged violation of the terms and conditions of this agreement or administrative regulations relating thereto. Disputes concerning terms and conditions of employment controlled by statute incorporated by reference in this agreement, either expressly or by operation of law, shall not be processed beyond Step Two herein.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE: The aggrieved or their representative shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred or knowledge thereof, then an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Police or any representative designated by him/her for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

STEP TWO: If no agreement can be reached orally within seven (7) calendar days of the initial discussion with the Chief of Police, the employee or their representative may present the grievance in writing within seven (7) calendar days thereafter to the Commissioner of Public Safety or his/her designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of the contract violated, and the remedy requested by the grievant. The Commissioner of Public Safety or his/her designated representative will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance or schedule a hearing or both.

STEP THREE: If the grievance is not settled through Steps One and Two, either Party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the City and the grievant. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. (1). The parties direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.

(2). The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and may be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

F. Upon prior notice to and authorization of the Director of Public Safety the designated representatives shall be permitted as members of the Grievance Committee to confer with employees and the City on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the City of Margate City Police Department or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any Step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the grievance procedure.

H. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Director of Public Safety on the grievance. In the event the grievant pursues his/her remedies through Civil Service, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the City or the Communications Operators, whichever is responsible for the costs incurred.

ARTICLE III

NON-DISCRIMINATION

- A. The City and representative agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.
- B. The City and representative agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the City or representative against any employee because of the employee's membership or non-membership in an association of dispatchers.

ARTICLE IV

BULLETIN BOARD

- A. The employees shall have the use of the bulletin board located in the Police Department Headquarters for the posting of notices relating to meetings and official business of the Communications Operators only.
- B. Only material authorized by the signature of the representative of the Communications Operators shall be permitted to be posted on said bulletin board. Any unauthorized material may be removed by the Chief of Police.

ARTICLE V
MANAGEMENT RIGHTS

- A. The City of Margate City hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but not limiting the generality of the foregoing, the following rights:
1. The executive management and administrative control of the City government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and effective manner possible as may from time to time be determined by the City.
 2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time.
 3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.
 4. To hire all employees, and subject to the provisions of law, to promote and transfer employees.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
- b. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be in conformance with the Constitution and laws of the State of New Jersey and of the United States.
- c. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE VI

STRIKES

- A. The employees assure and pledge to the City that their goals and purposes are such as to permit no strikes by employees, no work stoppages, slow-downs or any other such method which would interfere with services to the public or violate the Constitution and laws of the State of New Jersey.
- B. The employees will not permit such activities nor advocate or encourage other employees to initiate the same.
- C. The employees will not support anyone acting contrary to this Article.

ARTICLE VII

HOLIDAYS

A. All employees covered by this Agreement shall receive the following Twelve (12) holidays:

New Year's Day	July 4th
Martin Luther King Day	Columbus Day
President's Day (3rd Monday of February)	Labor Day
Good Friday	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day

B. If an employee is required to work on any of the above named holidays or if any of the above-named holidays fall on a day on which an employee would normally be off and the employee does not work on that day, such employee shall receive, in addition to his regularly accumulated vacation time, one (1) extra day vacation time for each holiday so worked or on which he is regularly off and does not work. An employee at his option may be paid for up to five (5) of the holidays actually worked in lieu of vacation time. The payment for holidays worked shall be computed at straight time daily rate of pay paid upon daily rate of pay, a five day week with fifty-two weeks per year.

C. The effect of this Article is to give all employees, in addition to two (2) days off each week of each year and in addition to their regular vacation time, an additional twelve (12) days off per year.

ARTICLE VIII

VACATIONS

- A. An employee in his/her first year of service shall be entitled to one (1) working day's vacation for each month of service up to and including December of his/her initial year. Thereafter he/she shall be entitled to a full paid vacation. Vacations shall be assigned according to policy.
- B. All employees except those mentioned in Section A above and in Section C below, shall be entitled to sixteen (16) actual working days paid vacation.
- C. All employees with ten (10) or more years service shall be entitled to twenty-one (21) actual working days paid vacation.
- D. It is the intent of this Article to assure personnel covered by the Agreement that they shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation days.
- E. After the first year of service, all vacation days will accumulate on the first of January for the ensuing year.
- F. If an employee is permitted to but does not use his vacation time (including twelve [12] days granted as compensation time for holidays described in Article VII) during the year in which earned, he/she will lose the days not used. If, however an employee is not permitted to use his/her vacation time

including twelve (12) days granted as compensation time for holidays described in Article VII during the year in which earned, he/she shall then be paid for each of such days of unused. The pay for such unused days shall be computed at the straight time daily rate of pay, including longevity, based upon a five (5) day work week, fifty-two (52) weeks a year.

G. It is each employee's responsibility to see that his/her vacation is planned well in advance of year end so there will be no unused days.

H. In order for an employee to qualify to be paid for unused vacation days the following procedure must be followed:

1. The calendar is to be posted and employees (in order of seniority) will mark off vacation days planned for the current year. This procedure is to be completed before January 31st of each year.
2. If the days selected are unsatisfactory, in the determination of the supervisor, then the supervisor shall give the employee alternate days, which days be accepted by the employee.
3. If the supervisor cannot give the employee alternate days, he is to notify the employee who must then write a memorandum to the City notifying the City of the employee's intent to claim to be paid for such unused vacation days. This memorandum must be received by the City prior to November 1st of each year.
4. If Steps 1, 2 and 3 are complied with and the employee does not in fact use his/her days earned and so rejected during each year, he shall be paid for same during January of the following year.

ARTICLE IX

SICK LEAVE

- A. Sick leave is hereby defined to mean absence from post of duty by an employee because of illness, exposure to contagious disease, attendance upon a member of the immediate family, seriously ill, requiring the care or attendance of such officer.
- B. Any employee who shall be absent from work for three (3) or more consecutive working days due to illness, or leave and attendance of a member of the Officer's immediate family, shall be required to submit acceptable medical evidence substantiating the illness.
- C. In case of sick leave due to exposure to contagious disease, a certificate from the family doctor shall be required.
- D. Sick leave shall accrue for regular full-time employees at the rate of one (1) day per month during the first fiscal year of employment and thereafter each December 31 commencing the following calendar year fifteen (15) working days in every calendar year of employment which shall accumulate from year to year.
- E. If an employee is absent from work for reasons that entitle him/her to sick leave, the Chief of Police or his designated representative shall be notified as early as possible, but no later than two (2) hours prior to the start of the scheduled work shift from which he/she is absent, except in case of emergency.

ARTICLE X
FUNERAL LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay, from the day of death up to and including the day of the funeral, but in no event to exceed three (3) working days.
- B. The term "immediate family" shall include only father, mother, father-in-law, mother-in-law, grandparents, grandchildren, sister, brother, spouse, children and foster children of an employee residing in his household.
- C. Funeral leave may be extended beyond the three (3) working day period at the sole discretion of the Director of Public Safety or his/her designated representative.
- D. The above shall not constitute sick leave and shall not be deducted from the employee's annual sick leave.

ARTICLE XI

INJURY LEAVE

- A. Injury leave shall be granted with full pay to employees disabled through injury or illness as a result of, or arising from and in the course of their respective employment.
- B. Any amount of salary or wages paid or payable to employees because of leave granted pursuant to Section A above shall be reduced by the amount of Workmen's Compensation awarded under Chapter 15 of Title 34 of the revised statutes made for disability because of the same injury or illness requiring such leave. It is the intention of the City to supplement any temporary disability payments made under Workmen's Compensation to employees so that said employees receive their full salary or wage. Upon the cessation of payment of temporary disability by the carrier to the employee, the City supplemental payments will also cease and the employee will be expected to return to work.

ARTICLE XII
LIMITATIONS ON LEAVE

A. No leave of absence or combination of leaves of absences for any cause whatsoever, including sick leave, injury leave, funeral leave, etc., shall exceed one (1) year. In the case of continuous absence from duty of any employees for any cause whatsoever, of more than one (1) year duration, such employee so absent shall be automatically retired from the Department on the first anniversary date from the date such absence began.

ARTICLE XIII

RETIREMENT

- A. Upon an employee's retirement, death or honorable termination of employment after having served at least five (5) years, said employee shall be compensated for his accumulated sick leave at his daily rate of pay for the year immediately preceding said termination and shall receive two (2) full days for each three (3) days of accumulated sick leave with a maximum of one hundred (100) days credit. Any employee who is separated from the City for cause arising from any disciplinary action shall not be entitled to compensation for accumulated sick leave.
- B. The accumulated sick leave pay shall be computed at his/her daily rate of pay for the year immediately preceding including longevity. The daily rate of pay shall be computed by dividing the base salary plus longevity by 260.
- C. Other yearly benefits upon retirement, death, resignation or honorable termination after the fifth year of employment shall be paid on a pro-rata basis based upon the number of months the employee has worked during that calendar year. If an employee terminates his employment and is not in good standing in accordance with Civil Service regulations, then no benefits will be paid.
- D. All Civil Service requirements pursuant to 4:1-16-12 shall be complied with.

ARTICLE XIV

SALARIES

A. Base salaries for Communications Operators shall be set forth as follows:

	Effective 1/1/90- 6/30/90	Effective 7/1/90- 12/31/90	Effective 1/1/91- 12/31/91	Effective 1/1/92- 12/31/92
Senior Operator	\$25,748.00	\$25,871.00	\$27,712.00	\$29,475.00
Operator				
Third Year	\$24,748.00	<u>\$24,871.00</u>	\$26,612.00	\$28,475.00
Second Year	\$18,715.00	\$18,808.00	\$20,124.00	\$21,533.00
First Year	\$15,879.00	\$15,958.00	\$17,075.00	\$18,270.00

B. Salaries shall be paid bi-weekly and shall include base salary and shall represent base figure for all calculations concerning hourly rate, pension, longevity, overtime, etc.

C. Base salary is the annual pay based on forty (40) hours work week and fifty-two (52) week year.

D. The work day shall consist of eight (8) consecutive hours of work and overtime when required.

ARTICLE XV

OVERTIME

- A. Overtime shall consist of all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week.
- B. All employees covered by this Agreement shall, in addition to their basic salary, be paid one and one-half ($1\frac{1}{2}$) times their straight time hourly rate of pay, including longevity in accordance with their service for all overtime hours worked. All overtime payments shall be paid no later than on the pay day for the pay period which immediately follows the pay period in which the overtime occurs, or they shall receive compensation equal in value to an overtime payment.
- C. If an employee is recalled to duty, he/she shall receive a minimum guarantee of two (2) hours compensation at the overtime rate, provided said recall is not contiguous with the employee's normal shift.
- D. If an employee receives a standby subpoena for any Court, other than Municipal or local Traffic Court, said employee shall be guaranteed a minimum of two (2) hours compensation at the overtime rate. In the event an employee receives a standby subpoena for the Municipal or local Traffic Court, said employee shall be guaranteed a minimum of one (1) hour compensation at the overtime rate.

ARTICLE XVI

LONGEVITY

A. Each employee listed in Article XIV, shall be paid in addition to and together with his/her annual base salary additional compensation based upon the length of his/her service to the City of Margate City as fixed and determined by the following schedule:

<u>Years of Service</u>	<u>Longevity Payment</u>
5 Years	2%
10 Years	4%
15 Years	6%
20 Years	8%
25 Years or more	10%

B. The aforementioned additional salary or compensation shall be paid in equal bi-weekly installments at the same time as the base pay. In computing overtime pay and vacation pay and other pay rates set forth in this Agreement, the basic pay of all employees shall include his/her base pay plus longevity.

C. In computing longevity, an employee's length of service will be figured from the date said employee began full-time employment. For example, if an employee began his/her full-time employment on July 15, 1990, he/she will have worked five (5) years for the City and be entitled to his/her two percent (2%) longevity increase on July 15, 1995.

ARTICLE XVII

CLOTHING ALLOWANCE

- A. The City agrees to provide all bargaining unit members with three hundred (300) dollars annual clothing allowance.
- B. The City agrees to distribute the above clothing maintenance allowance on the first pay period in December.