

3-0882

Contract no. 275

12-19

AGREEMENT

BETWEEN

BOROUGH OF SAYREVILLE, MIDDLESEX COUNTY, NEW JERSEY

AND

AFSCME, LOCAL 3527,

COMMUNICATION OPERATORS OF THE SAYREVILLE POLICE DEPARTMENT

γ JANUARY 1, 1988 TO DECEMBER 31, 1990

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MIDDLESEX COUNTY
MUTUALS OFFICE

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ARTICLE I
PREAMBLE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Borough of Sayreville, a Municipal Corporation of the State of New Jersey, hereinafter known and designated as the "Employer" and Sayreville Police Radio Dispatchers of the Sayreville Police Department to insure sincere bargaining, establish proper standards of salaries, working conditions, hours and other conditions of employment. The continuous efficiency and excellence of the Police Department shall be considered at all times by both parties to this Agreement.

ARTICLE II
HEALTH AND WELFARE

1. The Borough shall provide Blue Cross, Rider "J", Major Medical as set forth in the State 1420 Plan.
2. The Borough reserves the right to change insurance carriers so long as equal or better benefits are provided.
3. The Borough shall provide Health Insurance coverage for retired employees in accordance with N.J.S.A.. 52:14-17.38.
4. The Borough shall contribute \$4.00 monthly for each participating employee toward the purchase of a Disability Insurance Plan now in effect. The balance of the cost of said plan shall be paid for by individuals electing to participate. In the event the disability insurance plan is discontinued or terminated for any reason there shall be no liability upon the Borough to contribute toward any non-existent coverage.

5. The Borough shall provide and pay the premiums for a dental plan, prescription plan and optical plan for each employee and his or her family. The Borough shall select the plan and administration of the plans shall be through the Borough as herein the past provided.

6. In addition to the foregoing insurance, the Borough shall provide life insurance coverage in the amount of \$15,000.00 per employee.

ARTICLE III UNIFORMS

1. The Employer shall allow each dispatcher a clothing allowance in the amount of six hundred dollars (\$600) which shall be paid directly to the employee rather than an allowance. The Borough shall replace any uniform destroyed in the line of duty, and in the event that repairs are possible, the employee shall repair the same at his or her own cost and expense.

2. The Borough shall pay on June 1 of each year effective January 1, 1982, the sum of \$100.00 to the employee for maintenance of the said uniform.

ARTICLE IV HOLIDAYS

1. All police radio dispatchers shall receive the same thirteen (13) paid holidays at base pay as recognized and provided to the Sayreville Police Department and now in force and shall be paid for those holidays before December 8 of each year. The dispatchers must work the holiday, the day before the holiday and the day after the holiday if the aforesaid days are scheduled for work in order to qualify for holiday pay unless a physician certified the illness of the dispatcher caused his absence.

If any employee works on the said holiday, he shall receive time and one-half pay for all hours worked on the said holiday.

2. Should the Mayor and Council declare any extra holidays for municipal employees, they shall be included with the thirteen (13) paid holidays.

ARTICLE V
SALARIES

1. Salaries for the position of Communication Operator and Communication Operator Trainee shall be as follows, effective January 1, 1989:

Communication Operator

Step 1	23928
Step 2	24776
Step 3	25624
Step 4	26473
Step 5	26951

Communication Operator Trainee

Step 5	22343
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2. The salaries for position of Communication Operator and Communication Operator Trainee shall be as follows, effective January 1, 1990:

Communication Operator

Step 1	22783
Step 2	23683
Step 3	24583
Step 4	25483
Step 5	26386
Step 6	27290
Step 7	28194
Step 8	28703

Communication Operator Trainee

Step 1	17873
Step 2	18719
Step 3	19565
Step 4	20411
Step 5	21257
Step 6	22103
Step 7	22949
Step 8	23795

It is further agreed that an additional title shall be added to this group entitled Communications Operator Trainee.

The Employer agrees that it shall give an opportunity to the Employees three (3) months after ratification and adoption of the contract between AFSCME Local 3527 (the bulk of the Borough employees) and the Employer to review the salary levels for employees covered under the Sayreville Communication Operators of the Sayreville Police Department contract. It is understood and agreed that the Communication Operators shall present such information as they deem relevant in order for the Borough to review said salary levels. It is further understood by agreeing to this presentation, the Borough is not committing itself to any change in said salary levels in light of all of the evidence presented by the Communication Operators.

ARTICLE VI
SENIORITY AND VACATIONS

1. Dispatcher seniority for the purpose of vacations and scheduled days off shall be independent of the police officers and the police department. However, the scheduling of vacations shall be subject always to prior written application and prior written approval of the Division Commander.
2. All police radio dispatchers shall receive vacation with pay in each calendar year according to the following schedule:
 - A. During the first year of service, through the fifth year of service - 14 working days.
 - B. From the beginning of the sixth year through the tenth year of service - 21 working days.
 - C. From the beginning of the eleventh year of service and thereafter - 28 working days.
3. No dispatcher shall be compelled to take his full vacation at one time but may be permitted to break up not more than one of the weeks to which is entitled, but subject always to prior written application and prior written approval of the Division Commander.
4. There shall be no restrictions against vacations between December 15 and January 15.
5. All vacations shall be granted at established base pay rates. If at the request of the employer, all or any part of a scheduled vacation is worked, said dispatcher shall have the option of either rescheduling his vacation or receiving compensation at double time for vacation hours worked in addition to vacation pay.

6. The Borough agrees that permanent replacement of dispatchers will not be made by the use of police officers whether now employed or subsequently hired by the Borough. However, the Borough has the right to utilize police officers on a temporary basis due to manpower shortage, vacations and other valid reasons and in order to maintain the continuous efficiency and excellence of the police department.

7. The Division Commander may allot vacation periods so as to assure orderly operation and adequate continuous service but will grant vacations so far as possible in accordance with the desires of the dispatchers in order of seniority.

8. A cash allowance computed according to base pay in lieu of earned vacation will be paid as follows:

- A. To the dispatcher where a dispatcher retires or resigned after giving the Borough at least Two (2) weeks notice.
- B. To the next of kin, in the event of a dispatcher's death.

9. An employee injured or on extended sick leave shall not be entitled to his vacation period unless he works ninety (90) days in any calendar year.

ARTICLE VII
WORK SCHEDULE

The Borough agrees to continue to maintain the existing work schedule which averages forty (40) hours a week over the year's period of employment. If the work schedule for the policemen employed by the Borough changes during the term of this Contract, then the Borough and the Sayreville Communications Operators of the Sayreville Police Department shall immediately meet to negotiate a revised work schedule for the Police Radio Dispatchers.

ARTICLE VIII
OVERTIME

1. The Borough agrees to give each police dispatcher time and one-half pay for all overtime work over and above forty (40) hours or over his regular work shift.
2. An employee may opt to receive compensatory time off on a time and one-half basis. Such time may be taken only when scheduled by the Chief or his designee so as not to interfere with departmental operations and no employee may opt to receive compensatory time in excess of an annual total of sixteen (16) hours to be taken at a time and one-half rate.
3. In the event a dispatcher cannot work overtime when requested, the Station Commander or other police officer in charge shall call in a dispatcher not assigned to work by a seniority list of dispatchers before replacing the dispatcher with a police officer.

4. The overtime situation whereby patrolmen are assigned to dispatcher duties shall be reviewed by the Borough with the Chief of Police to determine whether or not dispatchers can be assigned to such overtime duties if dispatchers are available for same.

ARTICLE IX
LEAVE OF ABSENCE AND SICK LEAVE

1. Leave for military purposes with pay shall be granted by the Borough and shall not be charged sick leave pursuant to State and Federal statutes or laws. The Borough agrees to grant a leave of absence when a dispatcher has been called to active duty in the military service of the United States and said leave of absence shall be without pay; however, his seniority shall not be lost during the duration of such military service. Each dispatcher must be reinstated without loss of privileges of seniority, provided he reports for duty with the Borough within forty-five (45) days following his honorable discharge from military service.

2. All employees shall receive three (3) days leave with pay up to and including the day of the funeral in the event of death in their immediate family. The immediate family shall be defined to be spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or any other member of the immediate household and the same shall be separate and distinct from any other leave time. In addition, all employees shall receive one (1) day leave with pay in the event of death of an aunt, uncle, however, said day shall not be taken after the day of the funeral.

3. The Borough on the request of a dispatcher and after reasonable notice may grant a six (6) month leave of absence without pay to the said dispatcher. Said leave may only be granted by the Mayor and Council when they receive a written request signed by the dispatcher and endorsed by the Chief of Police. The Mayor and Council may extend such leave for an additional period of six (6) months. If, however, the said dispatcher overstays such leave, then his employment with the Borough shall be deemed to have terminated. Seniority of the dispatchers shall not accumulate during such leave. All provisions of this section are subject to the Laws of the State of New Jersey, specifically, Department of Personnel Rules and Regulations.

4. A minimum sick leave shall accumulate to all employees covered by the terms of this agreement on the basis of sixteen (16) working days in a calendar year. The total sick leave entitlement shall accumulate to an employee's benefit on the first day of each year provided, however, if an employee resigns or is terminated from his employment and has utilized all of his accumulated sick leave and all of the annual sick leave entitlement, he shall only receive credit for the annual sick leave of one and one-quarter (1 1/4) days per month and if as a result thereof he has utilized more sick leave than earned, the employee shall be charged back such excess and the same shall be deducted from any monies due the said employee.

5. Sick leave may be used by a dispatcher for personal illness or illness of a member of his family which requires his

attendance upon the person who is seriously ill. In the event the dispatcher's illness causes his absence from work for three (3) consecutive day's a physician's certificate must be filed with the Chief on the fourth (4th) day. The physician should be requested to indicate when the dispatcher may be expected to return to work.

6. Every employee covered by terms of this Agreement shall be granted up to four (4) days off per calendar year with pay for personal reasons, provided, however, that they make application with the Chief of Police or his designee for such personal leave two (2) days in advance of the requested leave. If the employee has used his yearly allowance of sick leave, he cannot use accumulated sick leave for personal leave or personal days. Vacation leave is prorated for the calendar year of employment if terminated, except in case of death or retirement after May 30 of the calendar year, then the employee or estate is entitled to a full year vacation leave.

ARTICLE X GRIEVANCE PROCEDURE

A. The grievance procedure for police dispatchers shall be the same as set forth in the Contract entered into between AFSCME Local 3527 and the Borough of Sayreville for the period from January 1, 1988 to December 31, 1990.

ARTICLE XI
MISCELLANEOUS

1. In the event a dispatcher is charged with a violation of the laws as a result of an action taken by him in the course of performing his duty, the Borough of Sayreville will provide him, upon written request, with competent counsel to conduct the defense of the charges and the said attorney's fees and costs shall be paid in full by the Borough. The Borough shall indemnify each dispatcher of the police department in any claims arising from conduct performed in the line of duty.

2. The Borough will provide at its expense influenza inoculations to be given to all dispatchers by a physician designated by the Borough. In the event a dispatcher is exposed to a contagious disease and prophylactic treatment is available, the employer will provide at its expense, such treatment to the dispatcher and his family as medically indicated. Medical records regarding such treatment may be subject to review by the Borough.

3. Employees who work more than ten (10) hours on a scheduled work day shall be entitled to a eight dollar (\$8.00) meal allowance. The employee after working ten (10) consecutive hours shall also be entitled to a thirty (30) minute break provided the Station Commander or his designee authorizes the same.

4. Employees using personal vehicles for purposes defined under the terms of this Agreement or on authorized official business of the Borough shall be compensated for such use at the rate of twenty-one cents (\$.21) per mile shall also be paid for any court appearances. In addition, dispatchers will be compensated with

straight compensatory time for all court appearances outside the Borough which extends the normal workday.

5. All dispatchers will be compensated for toll expenses incurred while acting in any capacity hereinabove so defined upon proof of payment by receipt.

6. Any dispatcher authorized to attend a police academy or any other police training academy recognized by the State of New Jersey Police Training Commission shall be granted time off to complete the course and said dispatcher shall suffer no loss of pay by virtue of attending the course or program and shall be compensated for meals and mileage at the rates so indicated above.

7. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the other terms and conditions hereof.

8. It is understood and agreed that if any part of this Agreement is in conflict with applicable Federal or State laws, that such part shall be suspended and the appropriate applicable provision shall prevail, the remainder of this agreement shall not be affected thereby.

9. The parties agree to open formal negotiations on salaries not later than August 15, 1990. All future negotiations with the Sayreville Communications Operators of the Sayreville Police Department shall be separate from all other Borough employee negotiations unless a written request is received from the within communications operators unit to the contrary.

10. Any provision of this Agreement which is in conflict with New Jersey Department of Personnel Rules and Regulations shall remain in full force and effect, it being the intention of the parties to supplement the protections afforded under New Jersey Department of Personnel Rules and Regulations.

11. This Agreement shall have an effective date of January 1, 1988 and cover the calendar year of January 1, 1988 to December 31, 1990, provided, however, that all rights and privileges appertaining to the employees under the terms of the within Agreement shall continue until such time as the successor agreement is negotiated.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Sayreville, New Jersey, on this *2nd* day of *August* 1990.

ATTEST:

Gladys R. Rzepka
s/s Gladys R. Rzepka
Borough Clerk

ATTEST:

s/s
Secretary

BOROUGH OF SAYREVILLE

By: *John B. McCormack*
s/s John B. McCormack
Mayor

By: *Raymond J. Betler*
s/s
President