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Contract no. 114

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AGREEMENT

COMMUNICATIONS WORKERS OF AMERICA AFL - CIO

AND

CITY OF LINDEN *employers*

JANUARY 1, 1990 TO DECEMBER 31, 1991

AGREEMENT

BETWEEN THE CITY OF LINDEN AND COMMUNICATIONS WORKERS OF AMERICA AFL - C10

PREAMBLE

This Agreement, effective January 1, 1990, and terminating December 31, 1991, between the City of Linden, New Jersey, hereafter referred to as the "City", and the Communications Workers of America AFL - C10, hereafter referred to as the "Union" constitutes the entire agreement between the parties, and no verbal statement by either party shall supersede any of its provisions.

Whereas, the City and the Union have resolved their differences, through collective negotiations, in order that more efficient and progressive public service may be rendered, the City and the Union agree as follows:

ARTICLE I

RECOGNITION AND AREA OF BARGAINING AND MEMBERSHIP

Section 1. Recognition

The City hereby recognizes the Union as the sole and exclusive bargaining agent for all Police Department Communications Operators employed by the City, in the areas of pay, wages, hours of work, benefits and other terms and conditions of employment.

Section 2. Equal Opportunity

The provisions of this agreement will be applied by the City of Linden and by the Union without regard to the employee's race, color, religion, sex, national origin, marital

status or Union membership.

Section 3. Access To Personnel Files

Upon request and with reasonable notice, an employee shall have an opportunity to review and examine his/her personnel file in the presence of the police chief or his designee. Furthermore, the city shall honor the request of an employee for copies of any or all documents in the file.

Section 4. Bulletin Boards

The City will furnish space on a existing board for the use by the Union.

Section 5. Dues Deduction And Agency Shop

The Employer will deduct Union dues from the employee's pay within thirty (30) days following receipt of written authorization from the individual who is a member of the Union. Union dues shall be two (2) hours base pay per month calculated on a forty (40) hour work week.

Non-member employees will be required to pay to the Union a Representation Fee in lieu of dues for services rendered by the Union, in the amount of eighty-five percent (85%) of the regular monthly membership dues.

The names, monies and amounts deducted pertaining to the above articles shall be forwarded each month to:

**Communications Workers of America
Treasurer
900 Brunswick Avenue
Trenton, New Jersey 08638**

ARTICLE II

OFFICERS OF UNION - RIGHTS AND DUTIES

Section 1. Union Representatives

Union officials shall be admitted on the premises of the employer for the purpose of Union business with prior permission from the police chief. Permission for such visits shall not be unreasonably withheld.

Section 2. Shop Stewards

The Union has the sole right and discretion to designate one Steward and an alternate and to specify their responsibilities and authority regarding any union activities.

ARTICLE III

SICK LEAVE

Section 1.

As used in this subsection, "sick leave" shall mean paid leave that will be granted to an employee who, through sickness or injury, becomes incapacitated to a degree that makes it impossible for the employee to perform the duties of the position, or who is guaranteed by a physician because said employee has been exposed to a contagious disease.

Section 2.

A certificate from the employee's doctor or department physician shall be required as sufficient proof of the need for sick leave after an absence of three consecutive working days.

Section 3.

In the first year of employment, an employee shall be entitled to one working day

sick leave for each month of employment. (Hired prior to the 15th, constitutes the first month) Sick leave shall accumulate on the basis of 1½ day per month, or 15 days per year. Sick leave may be accumulated from year to year.

Section 4.

Accumulated sick leave shall be used by an employee for personal illness, quarantine restrictions, pregnancy or disabling injuries and may be used for attendance upon a member of the immediate family at the discretion of the Police Chief and concurrence of Council. Request to be made in writing . For the purpose of this paragraph, "immediate family" means a spouse, child, parent or unmarried brother or sister or any other relative living under the same roof.

Section 5.

Sick leave will not be granted to a new employee until said employee has accumulated ninety (90) days of credited service.

Section 6.

Advance paid sick leave is not permitted.

Section 7.

Payment for accrued sick leave will be made only upon retirement or death. Employees will be granted one day of base pay for every three days accumulated sick leave upon retirement, or to the beneficiary, upon death, not to exceed the maximum, as may be provided by the Council.

Section 8.

Sick leave and vacation leave credits shall continue to accrue while an employee

is on leave with full pay. Credits shall not accrue while an employee is on any leave without pay, except military leave.

ARTICLE IV

FUNERAL LEAVE

Section 1.

In the event of a death in an employee's immediate family, namely: spouse, children, brother, sister, parents, parents-in-law, brother-in-law, sisters-in-law, grandparents, and grandchildren of the employee or spouse, the employee shall be paid in full for the time lost through the day of the funeral not to exceed three (3) work days to attend to arrangements, services, or funeral. This three (3) day funeral leave provision also applies in the event of a death of any other relative if such relative resides with the employee.

Section 2.

Consideration shall be given an employee to extend funeral leave after the day of the funeral to the maximum three (3) days leave permitted with pay, or beyond to a maximum of seven (7) calendar days, the remaining number of days without pay.

Section 3.

The City may request submission of proof of death, which may be evidenced by a public newspaper obituary notice. Failure to produce such evidence upon request may result in the forfeiture of funeral leave benefits and or loss of pay.

ARTICLE V
LEAVE OF ABSENCE

Section 1.

Leave of absence shall not be granted unless written request is made to the City Council explaining the circumstances for the request, and shall not be granted unless the special circumstances warrant such action.

Section 2.

Any employee absent for five consecutive days without notice and approval by his superior, or who fails to report for duty within five business days after the expiration of any approved leave shall be held to have resigned.

ARTICLE VI
MATERNITY LEAVE

Section 1.

All permanent, full-time employees are entitled to maternity leave, which may be granted for a period of up to six months, provided that the request for such leave is made to the Police Chief.

Section 2.

A pregnant employee may continue working as long as she is able to perform the duties of her position. The Police Chief may require the employee to have a written statement from her physician in cases of concern for her safety.

Section 3.

Maternity leave, when granted, shall be without pay, or employee may use

accumulated sick time.

Section 4.

When an employee states in writing her intentions of returning to work, the Appointing Authority assumes an obligation to reinstate the employee to the same position or to one of equal status and pay.

Section 5.

If an employee returns after extended (one year) or more maternity leave, said employee will be entitled to full benefits with full seniority rights, ninety (90) days after their return date.

ARTICLE VII

HOLIDAYS

Section 1.

The following official holidays with pay shall be observed by the City:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving - SKELETON DAY
Independence Day	Christmas Day

Section 2.

Employees will be entitled to buy back up to 5 holidays each year. Under no circumstances can holidays be carried over into to the next year.

Section 3

Personal Days - All employees are entitled to two personal days a year. Requests for personal days off must be made and approved by the Police Chief no less than two (2) calendar weeks in advance.

ARTICLE VIII

VACATIONS

Section 1.

Vacation entitlement shall be based upon the following schedule:

<u>Period of Continuous Employment</u>	<u>Vacation</u>
First Year	Credited one working day per month up to December 31st to be used in the next year of employment.
2 years through 5 years.	Twelve working days.
6 years through 10 years.	Fifteen working days.
11 years through 20 years.	Twenty working days.
21 years and over.	Twenty-five working days.

Section 2.

Vacations cannot be taken during the first year of appointment. Earned vacations for less than one (1) year of service shall be granted during the first full calendar year of

employment. One day shall be credited for each month an employee works up to December 31st, to be taken the following year. An employee hired up to the fifteenth day of the month will have earned that month. (EXAMPLE - an employee starts August 1, 1989. At the end of 1989, said employee is entitled to 5 working days vacation which can be taken between January 1 and December 31, 1990. On January 1, 1990, said employee would be credited 12 working days vacation based on a full year's employment in 1990, which can be taken in 1991.)

Section 3.

All vacations shall be taken during the current year and vacation time shall not be permitted to be accrued. Vacation time will be granted at the discretion of the Police Chief. Any unused vacation may be carried into the succeeding year only upon a written request prior to year end, and with the approval of the Police Chief and Council.

Section 4.

All vacation schedules must be submitted to the Police Chief no later than March 1st of each year.

ARTICLE IX

MILITARY LEAVE

Section 1.

Any employee who is a member of the National Guard, Naval Militia, Air National Guard, or a reserve component of any of the Armed Forces of the United States and is required to engage in field training, shall be granted leave for such training as is authorized by law. This paid leave of absence shall be in addition to his/her vacation.

Section 2

When an employee, not on probation, has been called to active duty or inducted into the military or naval forces of the United States, he/she shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and the City shall make pension payments required during said leave. Each employee must be reinstated without loss of privileges or seniority provided he/she reports for duty with the City within sixty (60) days following his/her honorable discharge or separation from military service, and provided he/she has notified the City of his/her intent to report for duty thirty (30) days prior to his/her discharge from military service.

ARTICLE X

JURY DUTY

Upon receipt of a Notice to serve on Jury Duty, it is incumbent upon the employee to immediately inform the Police Chief. Further, any employee called to Jury Duty shall be granted leave for the length of time required. An employee shall not be deprived of any privileges or benefits of employment. Any monetary compensation less travel expenses for jury duty must be returned to the City Treasurer. Evidence of jury service (time served) must be given to his/her Department Head.

ARTICLE XI

WITNESS DUTY

When an employee is summoned to appear as a witness in a court of law, he/she shall be paid for regular hours lost for such appearance as a witness for the city or as a

witness to an event which he/she observes while at work for the city.

ARTICLE XII

MANAGEMENT RIGHTS

Except as may be otherwise provided for or modified within this Agreement, it is recognized that there are certain functions, responsibilities and rights reserved to the City, among but not limited to: the right to direct and operate the police department of the City, the right to modify, expand or curtail services, the right to establish job classification descriptions subject to New Jersey Department of Personnel approval, the right to decide the hours of work, staffing and scheduling needs, the right to determine the methods, processes and means of operation, including the right to change or introduce processes and methods for the purpose of securing more efficient and economical operation of City government, the right to establish, relocate or terminate any branch division, bureau, or agency of the City, the right to supervise and direct employees in the discharge of their duties, the right to supervise and direct employees in the discharge of their duties, the right to schedule, transfer, promote or demote employees, the right to implement disciplinary action, including reprimand, suspension, dismissal for just cause and other appropriate measures and the right to determine, issue and enforce such rules and regulations that are deemed necessary for the most efficient, safe and effective functioning of the City and its employees."

ARTICLE XIII

RATES OF PAY

Section 1. Wages

The following pay schedule will be effective January 1, 1990:

MIN	\$13,355	4th	\$18,415
1st	15,096	5th	19,206
2nd	16,833	6th	19,999
3rd	17,624	7th	20,790
		MAX	21,582

Effective January 1, 1991 the salary schedule will be amended to read as follows:

MIN	\$14,090	4th	\$19,428
1st	15,926	5th	20,262
2nd	17,759	6th	21,099
3rd	18,593	7th	21,933
		MAX	22,769

Section 2. Overtime

- a. Whenever any Communications Operator is asked to work on any of his/her scheduled vacation day he/she shall be paid $1\frac{1}{2}$ times their regular hourly rate of pay.
- b. Any dispatcher whose regular day off falls on a Saturday and is asked to work they shall be paid $1\frac{1}{2}$ times his/her hourly rate of pay.
- c. Any dispatcher whose regular day off falls on a Sunday and is asked to work shall be paid $1\frac{1}{2}$ times his/her hourly rate of pay.

Section 3. Matron Duty

Any dispatcher that is asked to perform Matron duty work, while performing his/her regular scheduled job shall be paid $1\frac{1}{2}$ times his/her hourly rate of pay for all hours worked as a Matron.

ARTICLE XIV

CLOTHING ALLOWANCE

All Communications Operators shall receive a clothing allowance from the City of Linden of \$350.00 per year. In addition all Communications Operators will receive clothing maintenance of \$200.00 per year. Employees who are hired after January 1st of each year will be entitled to pro-rata clothing and maintenance allowance.

ARTICLE XV

HEALTH BENEFITS

All health benefits will be provided to the Union as provided to the Clerical employees in City Hall.

ARTICLE XVI

GRIEVANCE PROCEDURES

The grievance procedures as set forth by the New Jersey Department of personnel and New Jersey Administrative code will prevail.

ATTEST:

Val D. Imbriaco
VAL D. IMBRIACO, CITY CLERK

By Paul Werkmeister
PAUL WERKMEISTER, MAYOR

COMMUNICATIONS WORKERS OF AMERICA
AFL - C10

Certified to be a true and exact copy.

Val D. Imbriaco
City Clerk, N. J.

Date: 12/6/90

By Nicholas Gallicchio
NICHOLAS GALLICCHIO

By Jo Ann Berko
JO ANN BERKO

By Arlene Sapp
ARLENE SAPP

RESOLUTION

WHEREAS, the City Negotiator and Negotiating Committee have reached tentative agreements with the Linden Supervisors' Association (L.S.A.) and Communications Workers of America (C.W.A.) bargaining units; and

WHEREAS, it is necessary that the Governing Body approve and ratify such agreements on behalf of the City of Linden;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF LINDEN that the aforesaid agreements be and hereby are approved and ratified; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and hereby are directed and empowered to execute said agreements on behalf of the City of Linden.

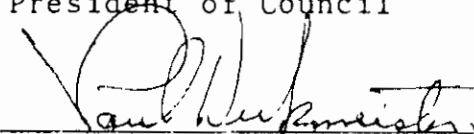
PASSED: December 4, 1990

APPROVED: December 5, 1990

ATTEST:

Richard T. Brzezicki

President of Council



Mayor

Val D. Imbriaco

City Clerk

