

Contract no 590

AGREEMENT
BY AND BETWEEN
THE BOROUGH OF CARTERET
AND THE
INTERNATIONAL SOCIETY OF SKILLED TRADES
REPRESENTING THE POLICE DISPATCHERS

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9/20/91 -
Copies to
Payroll,
Treasurer,
Purchase,
V. Kolian
original to Henry
Scheutloff.
HJ

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relationships, cooperation and understanding between the Borough of Carteret and the International Society of Skilled Trades, hereinafter the ISST, and to insure sincere bargaining, establish proper standards of salaries, working conditions and hours and other conditions of employment. The continued efficiency and excellence of the Borough of Carteret Communications Operators, hereinafter Police Dispatchers, shall be considered foremost, and at all times, by both parties to this Agreement.

ARTICLE I DISPATCHER'S RIGHTS

1. The Employer hereby recognizes the ISST as the exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work, working conditions and other terms and conditions of employment for an appropriate negotiation unit, established in accordance with Resolution #88-153, dated June 2, 1988.

2. Elected representatives of the ISST shall be permitted time off to attend negotiating sessions, grievance sessions and meetings of the joint ISST Management Committee, provided that the efficiency of the Department is not affected thereby.

3. A police dispatcher shall have the right to inspect his/her personnel file, upon reasonable notice and at reasonable times, provided a designated superior officer is present at the time of inspection.

The Borough agrees to notify the individual police dispatcher if any material, derogatory to the police dispatcher, is placed in his/her personnel jacket.

4. Duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the dispatchers. These questions may require investigations by superiors. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- (1) The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty.
 - (2) The employee shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the employee of the allegation(s) should be provided. If it is known that the employee is being interrogated as a witness only, he/she should be so informed at the initial contact.
 - (3) The questions shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods, as are reasonably necessary.
 - (4) If any verbatim record is made of the interrogation, the employee or his/her representative shall be afforded a copy of said record at the employee's expense. All questions shall remain "ON THE RECORD".
 - (5) The employee shall not be subjected to any offensive language, nor shall he/she be threatened with transfer, dismissal or other disciplinary reprisals. No promise of reward shall be made as an inducement to answering questions.
 - (6) In those cases, and in every stage of the proceedings where disciplinary action may be taken against the employee as a result of the investigation, the Borough shall afford an opportunity for the employee, if he/she so requests, to consult with counsel and/or his/her ISST representative(s) before being questioned.
5. No employee shall be discharged, disciplined, reprimanded or deprived of any other employee advantage without just cause.

ARTICLE II HOURS OF WORK & OVERTIME

1. WORK DAY

a. UNIFORM DIVISION - The work day shall consist of not more than ten (10) consecutive hours in a twenty-four (24) hour period.

b. ALL OTHER EMPLOYEES - The work day shall consist of not more than nine (9) consecutive hours in a twenty-four (24) hour period.

2. WORK WEEK

a. UNIFORM DIVISION - The work week shall consist of four (4) consecutive ten (10) hour work days on, followed by four (4) consecutive days off.

b. ALL OTHER EMPLOYEES - The work week shall consist of four (4) consecutive nine (9) hour days out of every seven (7) days, totaling thirty-six (36) hours per week. (This definition shall not interfere with present scheduling.)

3. OVERTIME

a. UNIFORM DIVISION - Overtime shall be defined as any work in excess of ten (10) consecutive hours per day, or in excess of four (4) ten hour work days, or in excess of forty (40) hours per week. The dispatchers shall be compensated at one and one-half (1 1/2) times his/her regular rate of pay.

b. ALL OTHER EMPLOYEES - Overtime shall be defined as any work in excess of nine (9) consecutive hours per day, or in excess of four (4) nine (9) hour work days out of every seven (7), or in excess of thirty-six (36) hours per week and shall be compensated at one and one-half (1 1/2) times the dispatcher's regular rate of pay.

4. CALL-IN-TIME - In the event that a dispatcher is called in for duty during his/her time off, the dispatcher shall receive one and one-half (1 1/2) times his regular rate of pay for four (4) hours or for all time worked, whichever is greater.

5. All off-duty court appearances, or any appearance in court related procedures, including but not limited to preparation of testimony, conferences with lawyers, depositions and the like, shall be compensated at one and one-half (1 1/2) times the dispatchers regular rate of pay for two (2) hours or for all time worked, whichever is greater.

ARTICLE III SALARY & LONGEVITY

1. SALARY

a. All employees shall receive a 5% increase, across the board, effect January 1, 1991, and a 5% increase across the board, effective January 1, 1992, as reflected in the following salary guides.

b. SALARY GUIDES:

	<u>DISPATCHER</u>	
	<u>1-1-91</u>	<u>1-1-92</u>
1ST YEAR	17,421	18,292
2ND YEAR	19,169	20,127
3RD YEAR	20,917	21,963

2. LONGEVITY - In addition to the above salaries, a longevity payment shall be paid, as is hereinafter fixed and determined, with such longevity pay to be deemed as additional compensation, as follows:

5 to 9 years of service	2%
10 to 14 years of service	4%
15 to 19 years of service	6%
20 to 24 years of service	8%
25 years and thereafter	10%

ARTICLE IV UNIFORM ALLOWANCE

1. During the calendar year 1991, each member of the police dispatchers shall receive a uniform allowance in the sum of four hundred fifty dollars (\$450.00), which shall be payable in accordance with the former practice and procedure. Payment shall be made on or before June 1st.

2. During the calendar year 1992, each member of the police dispatchers shall receive a uniform allowance in the sum of four hundred fifty dollars (\$450.00), which shall be payable in accordance with the former practice and procedure. Payment shall be made on or before June 1st.

ARTICLE V HOLIDAYS & VACATIONS

1. HOLIDAYS - All members of the police dispatchers shall receive the following holidays annually, for which days off shall be allowed:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Columbus Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Employee's Birthday	

2. PERSONAL DAYS - All members of the police dispatchers shall be entitled to leave, with pay, for personal, business or other reasons, for three (3) days annually, subject to the following conditions:

(a) There must be seventy-two (72) hours' notice before consideration for personal day. Forms for such notice shall be provided by the Employer.

(b) It must be approved by the officer in charge.

(c) That no more than one (1) person per shift is to receive a personal day.

3. VACATIONS - All members of the police dispatchers shall receive vacation, which shall coincide (begin and end) with his/her regularly scheduled tour of duty, as follows:

1st year to end of 4th year	2 weeks
5th year to end of 9th year	3 weeks
10th year to end of 14th year	4 weeks
15th year to end of 19th year	5 weeks
20th year and thereafter	6 weeks

4. For Uniform Division only, a holiday and a personal day shall be equivalent to ten (10) hour days. Regarding vacation, a week shall be equivalent to forty (40) hours.

ARTICLE VI HEALTH & WELFARE

1. MEDICAL INSURANCE - The Employer agrees to assume the full cost of family coverage of the Blue Cross and Blue Shield coverage, Rider J coverage and Major Medical coverage that was in full force and effect during the calendar year 1988. In the alternative, the Employer has the right to undertake a self-insurance program, provided that the coverage offered the employees is similar to the coverage provided under the New Jersey Hospital Plan provided during the calendar year 1988. However, the following modifications shall be implemented as indicated:

For 1985 and thereafter, the Medical Emergency coverage levels shall be increased. The X-ray and Laboratory coverage of the Blue Shield portion of the policy shall be increased to four hundred dollars (\$400.00) per occurrence.

For 1989, the Major Medical Lifetime limit shall be increased per individual to UNLIMITED.

2. LIFE INSURANCE - All members of the police dispatchers shall have ten thousand dollars (\$10,000.00) of life insurance coverage, including "Death Benefit", immediately upon being sworn in and assuming the duties of a police dispatcher.

3. LIFE INSURANCE UPON RETIREMENT/DISABILITY - Beginning upon retirement or disability, a member of the police dispatchers shall have paid up life insurance coverage of five thousand dollars (\$5,000.00).

4. MEDICAL INSURANCE UPON RETIREMENT/DISABILITY - Upon retirement, the Boro agrees to continue hospitalization benefits to those said retirees, so long as the employee's income is derived from his pension and/or Social Security exclusively, and he is not actively engaged or working in other employment or business, self-employed or for pecuniary gain, remuneration or profit, and he shall submit a signed, written form stating that he has no additional earned income, and provided further that such retired employee/member shall not be reinstated if coverage has been lawfully discontinued.

5. DENTAL INSURANCE - The Borough shall pay ninety percent (90%) of the premiums per employee toward a dental insurance plan for 1989 and thereafter.

ARTICLE VII SICK LEAVE

All employees under twenty-five 25 years of service shall be entitled to fifteen (15) days sick leave, with pay, per year. Employees over twenty-five (25) years of service shall be entitled to twenty (20) days sick leave, with pay, per year. Unused sick leave shall be accumulated from one year to the next year. A doctor's certificate is required after five (5) days of continuous illness. Employees, who are absent due to illness, shall notify the supervisor as early as possible the day of their illness.

ARTICLE VIII ACCUMULATED SICK LEAVE

Borough employees, covered by this Agreement, shall receive fifty percent (50%) cash payment of all accumulated sick leave upon retirement. In the event of an employee's death, fifty percent (50%) of his accumulated unused sick leave shall be paid to his beneficiary.

ARTICLE IX LEGAL AID

1. The Employer shall, at its expense and with prior approval of the Mayor and Council, at the written request of the ISST, with fee approval of the Borough Attorney, provide counsel designated by the ISST for any member of the Carteret Police Dispatchers charged with any dereliction of duty while in the performance of his/her duty, or arising out of same, or charged with any criminal or quasi-criminal or alleged offense in or during the performance of said duties.

2. The Employer shall reimburse any employee for any counsel fees incurred in the successful defense of a disciplinary hearing.

ARTICLE X ISST RIGHTS

1. DUES DEDUCTION - ISST dues shall be withheld monthly from the salary check payments of each member by the Borough and turned over monthly as check-off dues remittance to the ISST by the Borough Treasurer.

2. REPRESENTATION FEE

a. The Borough will implement a fair share representation fee, equal to eighty-five percent (85%) of the ISST dues, which shall be withheld in accordance with the law.

b. The ISST shall indemnify the Borough from all liability resulting from and/or caused by dues deduction or fair share representation fees.

3. FACILITIES

a. The ISST can use the Municipal Courtroom for its Union meetings, based upon availability of said courtroom. The ISST shall be responsible for the maintenance and cleaning of the courtroom after each of its meetings.

b. The ISST shall be allowed a bulletin board in the Police Department, with the cost of said bulletin board being borne by the ISST. Furthermore, the ISST shall be provided space on the bulletin board in the Police Department employee lounge, and based upon the availability of space, on the bulletin board located in Borough Hall.

4. EXCLUSIVITY - The rights and privileges of the ISST and its representatives, granted under this Article, shall be granted only to the ISST as the exclusive representative of all employees covered by this Agreement.

ARTICLE XI BEREAVEMENT LEAVE

1. In case of death in the immediate family of any employee, four (4) days' leave of absence, with pay, shall be granted to arrange or attend funeral services.

2. Leave of absence shall mean four (4) continuous days. Immediate family shall be the following: mother, father, spouse, sister, brother, son, daughter, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

3. These four (4) days shall not be charged to sick leave benefit of any employee.

4. One day shall be granted, with pay, in case of death of any other relative to arrange or attend funeral services.

5. For Uniform Division only, a bereavement day shall be a ten (10) hour day. For all other employees, a bereavement day shall be a nine (9) hour day.

ARTICLE XII GRIEVANCE PROCEDURE

Grievance, as used herein, shall mean a dispute between the Boro and the Union or any of its member.

STEP 1 - The grievance shall be presented orally by the aggrieved or his Steward to the Supervisor. The Supervisor shall have forty-eight (48) hours in which to submit an answer.

STEP 2 - If not satisfactorily settled within the forty-eight (48) hours, the grievance shall be reduced to writing and submitted to the Department Head. The Department Head then has five (5) working days in which to submit their answer. If at this step no answer is received, the grievance shall be considered as settled in favor of the employee.

STEP 3 - If the grievance is not settled satisfactorily within five (5) days, the grievance shall be submitted to the Mayor and a committee of no less than two Councilmen, and a hearing shall be held within ten (10) days, at which hearing the grievant, Shop Steward and ISST representative shall be present.

STEP 4 - If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Boro and the Council is due, by written notice to the other, request arbitration.

ARTICLE XIII ARBITRATION

The arbitration proceeding shall be conducted by an arbitrator, to be selected by the Boro and the Union, within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service of the Public Employment Relations Commission (PERC) shall be requested by either party, or both parties, to provide a panel of five (5) arbitrators. Both the Boro and the Union have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike one name. The process shall then be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Expense for the arbitrator's services and the proceedings shall be borne equally by the Borough and the Union.

Time extensions, beyond those stipulated above, may be arrived at by mutual agreement of the parties concerned.

ARTICLE XIV MUNICIPAL ORDINANCES

The provisions of municipal ordinances, which affect the terms and conditions of employment for members of the police dispatchers, shall be maintained during the term of this Agreement.

ARTICLE XV DEPARTMENT OF PERSONNEL

The parties, hereto, stipulate and agree that all members of the police dispatchers of the Borough of Carteret shall be governed by Title 4A of the Revised Statutes of New Jersey and the Rules and Regulations of the Department of Personnel.


ARTICLE XVIII TERM OF AGREEMENT

It is further mutually agreed between the parties, hereto, that the aforesaid Articles contained in this Agreement, shall become effective immediately upon adoption by the governing body and shall be retroactive to the 1st day of January, 1991 and shall continue in effect for two (2) years, or until a further agreement shall be made.

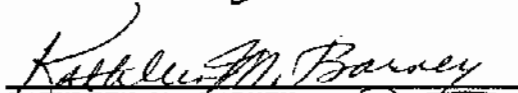
In witness whereof, the parties hereto have set their hands and seals on this 17th day of September, 1991.

BOROUGH OF CARTERET

ISST


 PETER J. SICK, MAYOR


 HENRY F. SCHICKLING, PRESIDENT


 KATHLEEN M. BARNEY
 MUNICIPAL CLERK