

**AGREEMENT**

**Between the**

**CITY OF LONG BRANCH**

**And**

**LOCAL 1038**

**COMMUNICATION WORKERS OF AMERICA**

**AFL-CIO**

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**JANUARY 1, 2012 TO DECEMBER 31, 2014**

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**ARTICLE I**

**RECOGNITION**

- A. The employer hereby recognizes the union as the sole and exclusive collective bargaining representative for all full-time and part-time white-collar employees working more than twenty hours per week and excluding all other employees, including guards, supervisors, managerial executives, confidential employees and all other employees excluded under the Act.
- B. Whenever used herein, the terms “employee” or “employees” shall refer to employees in the negotiations unit noted above.
- C. In the event the City commences use of a new title properly falling within the white-collar bargaining unit, the parties will meet to discuss the appropriate salary level for said position. Any dispute as to the placement of a newly incorporated title in the bargaining unit will be submitted to NJ PERC for clarification. The titles below, including the associated Senior and Principal variations, are currently within the bargaining unit:

Clerk 1  
Clerk 2  
Clerk Bilingual  
Keyboarding Clerk 1  
Keyboarding Clerk 2  
Registrar of Vital Statistics  
Deputy Registrar of Vital Statistics  
Bookkeeping Machine Operator  
Student Assistant  
Health Aide  
Health Aide Supervisor  
Animal Control Officer  
Deputy Municipal Court Administrator  
Violations Clerk  
Assistant Violations Clerk  
Police Records Clerk  
Code Enforcement Officer  
Telephone Operator  
Public Works Investigator  
Public Health Investigator  
Account Clerk  
Principal Account Clerk  
Recreation Leader Senior Citizens  
Recreation Program Coordinator  
Public Safety Telecommunicator

Purchasing Assistant  
Payroll Clerk  
Assessing Aide  
Data Processing Technician  
Housing Assistance Technician  
Assessing Aide

## ARTICLE II

### UNION SECURITY

- A. It is agreed that at the time of hire, new employees who fall within the negotiations unit, will be informed of the union's representation status and that they may join the union thirty-one (31) days thereafter, or pay to the union a Fair Share/Agency Fee in lieu thereof.
- B. The employer agrees to deduct from the wages of employees who submit Dues Authorization Cards, the dues uniformly required by the union pursuant to the provisions of N.J.S.A. 52:14-15.9E. The union shall notify the employer in writing of the amount of membership dues and/or fee.
- C. If an employee does not become a member of the union after thirty-one days employment, and during any period of time when this agreement is in effect, said employee will be assessed a Fair Share/Agency Fee equal to eighty-five percent (85%) of the regular dues amount payable by union members. Such deductions shall be handled in the same manner as normal dues deductions.
- D. All Dues and Fees deducted by the employer shall be forwarded on a monthly basis, along with a list of employees for whom such deductions were made, to the union office. Such transmittal shall be by check by the fifteenth (15th) day of the proceeding month.
- E. Any change in the amount of said dues or fees shall be communicated to the employer by the union at least thirty (30) calendar days in advance.
- F. No deduction will be made for any pay period in which there is insufficient pay available to cover the same after all other deductions required by law have been made.
- G. On or about the last day of each month, the employer will submit to the union a list of employees who began their employment during that month. The list will include name, title and hire date.
- H. The union agrees to indemnify, defend and save the city harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of

action taken by the city in reliance upon the salary deduction authorization cards submitted by the union to the city.

- I. The union agrees to establish and maintain a procedure by which a non-member employee may challenge the Agency Fee assessment in accordance with all applicable law. In the event a challenge is filed, the challenging employee's deductions shall be held in escrow by the city pending the resolution of said challenge.

### ARTICLE III

#### UNION REPRESENTATION

- A. Designated representatives of the union may enter City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. The union shall notify the Administrator or appropriate supervisor of its desire to enter upon the premises and such permission shall not be unreasonably withheld, provided there shall be no interference with the normal operations of the City.
- B. Shop Stewards shall be allowed a reasonable amount of time to process and investigate grievances. Stewards found abusing this privilege may be subject to disciplinary action.
- C. Whenever an employee is required to attend an investigatory interview, which may result in disciplinary action in excess of an oral reprimand, the employee shall be entitled to have a union representative present.
- D. Whenever an employee is issued written notification of disciplinary action, a copy thereof will be forwarded to the union office.

**ARTICLE IV**

**GRIEVANCE PROCEDURE**

- A. A grievance is a complaint that there has been an improper application, interpretation or violation of this agreement. The purpose of this procedure is to secure a resolution of grievances at the lowest possible level.
- B. To be considered under this procedure, a grievance must be initiated within ten (10) calendar days after the grievant knew or should have known of the event giving rise to the grievance. Matters, which fall within the jurisdiction of the N.J. Department of Personnel, the Merit System Board or the Public Employment Relations Commission, shall not be subject to this procedure.
- C. Failure by the City to adhere to the time limits specified herein shall permit the union to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of further appeal of the decision. The time limits at any step may be extended by mutual agreement of the parties.

Step One:

The grievance shall be taken up orally between the employee, the shop steward, and the supervisor in an effort to settle the matter informally.

Step Two:

If no settlement is reached at Step One, the grievance shall be reduced to writing and presented to the appropriate supervisor within ten (10) calendar days. The supervisor shall, within five (5) working days thereafter provide a written answer to the grievance.

Step Three:

If the grievance remains unsettled on the basis of the supervisor's answer at Step Two, the Union may forward the written grievance to the Administrator within ten (10) calendar days. Within ten (10) working days thereafter, a meeting will be arranged between the Administrator and the Union to discuss the grievance. A written decision by the Administrator shall be rendered within ten (10) working days of said meeting.

Step Four:

In the event the grievance is not satisfactorily settled at Step Three, the Union may, within thirty (30) calendar days, submit the matter to arbitration pursuant to the rules and regulations of the N.J. PERC.

The Arbitrator shall have full power to resolve the dispute and his decision shall be final and binding on both parties.

The Arbitrator shall set forth his findings of fact and reasons for making the award. The Arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this agreement. Only one issue or grievance may be submitted to an arbitrator unless the parties agree otherwise. Attendance at arbitration hearings shall be limited to the parties that have a direct interest in the outcome of said hearing, such as witnesses and major representatives of each party.

The costs of the Arbitrator shall be borne equally by the parties. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.



**ARTICLE V**

**SENIORITY**

- A. The first ninety (90) calendar days of employment shall be considered a probationary period. Upon completion of said period an employee shall have seniority status from the date of hire.
- B. Probationary employees may be disciplined and/or discharged by the City for any reason whatsoever, and shall have no recourse to the grievance procedure under this agreement.
- C. The City shall establish and maintain a seniority list of bargaining unit employees. Such list will be provided to the Union on an annual basis and updated whenever changes occur thereto.
- D. In the event of layoff or promotion Civil Service regulations shall govern.

## ARTICLE VI

### PROMOTIONS & VACANCIES

- A. Whenever a newly created job or vacancy in an existing position occurs, and the City decides to fill such position, notice of such shall be posted on all bulletin boards for a period of five (5) working days. Such notice shall contain a description of the job and the rate of pay. Employees wishing to bid for such openings shall sign their name to the notice.
  
- B. Following the posting period, the employer may award the job to the most senior qualified bidder. Final determination as to which employee will be awarded the posted job will be made by the employer. Employees will be considered on the basis of seniority and ability to perform the work required. Vacancies shall be filled in accordance with applicable Civil Service rules and regulations.

## ARTICLE VII

### HOURS OF WORK & OVERTIME

- A. The normal workweek for clerical employees shall be forty (40) hours, consisting of eight hours per day, Monday through Friday. There shall be a one-hour paid lunch period.
- B. The normal workweek for Communication Operators shall be forty (40) hours, consisting of eight hours per day. There shall be a one-hour paid lunch period. In the event work requirements prevent an Operator from taking their meal period away from the work area, the employee will receive one hour of Compensatory Time in lieu thereof. Overtime slots will be posted prior to temporary employees being assigned.
- C. All hours worked in excess of eight (8) per day or forty (40) per week, shall be compensated at the overtime rate of one and one-half (1 ½) the employee's regular hourly rate. For purposes of calculating overtime, all earned time hours, including the one-hour paid lunch period, shall be considered as hours worked.
- D. Communication Operators fifteen (15) minute pre-shift reporting time is incorporated into, and compensated under, the current schedule in effect.
- E. Compensatory time may, at the employee's option, be taken in lieu of overtime pay to an accumulated maximum of forty (40) total hours. Compensatory time is calculated at the overtime rate of time and one-half.
- F. All hours worked on Saturday shall be paid at one and one-half (1 ½) the regular hourly rate. All hours worked on Sunday shall be paid at double (2X) the regular hourly rate.
- G. In the event an employee is called to back work after the conclusion of their shift, or at a time other than contiguous to their normal work day, the employee will be entitled to a minimum of two hours pay at time and one-half.
- H. Court Clerks will be on call for a period of one week duration on a rotating basis. They will receive a weekly stipend of \$180.00 for being on-call. The foregoing rate is compensation for up to ten hours of actual service per week. All hours actually worked in excess of ten per week shall be paid at the rate of time and one-half, unless such hours occur on a Sunday, in which event all hours shall be paid at the double time rate.

**ARTICLE VIII**

**PART TIME EMPLOYEES**

- A. Part time employees will be entitled to pro-rated fringe benefits including Holiday and other paid leave time.
- B. Part time employees working at least twenty-eight (28) hours per week are eligible for health insurance benefits on a pro rated basis. In such event, the employee will be required to pay the difference in the cost of premium for any coverage desired by the employee.

**ARTICLE IX**

**HOLIDAYS**

A. The following days shall be recognized as paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	General Election Day
Veterans Day	Washington's Birthday
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Independence Day	Labor Day
Christmas Eve (if it falls on a weekday)	Christmas Day

B. Holidays will be celebrated on the day designated for observation by the City schedule. Holidays falling on Saturday and/or Sunday shall be celebrated on the preceding Friday or proceeding Monday.

C. All hours worked on a holiday will be paid at the premium rate of time and one-half. If the holiday work is performed on a Sunday the premium rate will be double time. Any premium pay for holiday work will be for work on the observance day only. Animal Control employees will be paid double time for working on a holiday.

D. If a holiday falls within the vacation period of an employee, the employee will receive the holiday pay or an additional day of vacation at the employee's option.

E. Communication Operators will be compensated for the above recognized Holidays with a lump sum payment, payable in one check, on or before November 30<sup>th</sup> of each calendar year.

**ARTICLE X**

**VACATION & PERSONAL LEAVE**

- A. All employees shall be entitled to paid vacation leave, if earned, each calendar year of employment in accordance with the following schedule:
- |  |                             |
|--|-----------------------------|
| In the first calendar year of service: | One day for each full month |
| One through Three years:               | Twelve (12) days            |
| Four through Twelve years:             | Fifteen (15) days           |
| Thirteen through Eighteen years:       | Twenty (20) days            |
| Nineteen or more years:                | Twenty-Five (25) days       |
- B. Vacation leave must be taken during the current calendar year unless extended by the department head. Any unused vacation may be carried forward into the next succeeding calendar year only.
- C. The annual entitlement of vacation shall be credited as of January 1<sup>st</sup> of each year. In the event an employee severs employment with the city after using more vacation time than that which would have been accrued on a pro-rata basis in any calendar year, the City shall deduct the value of the unearned days used from the employee's final paycheck.
- D. In special circumstances where an employee is unable to take accrued vacation within two calendar years due to urgent needs of the City, as determined by the Administrator, vacation carryover may be extended accordingly.
- E. When requested, an employee may receive vacation pay on the last working day before the employee's vacation period begins.
- F. At the time of separation from employment, an employee will be entitled to be paid for any accrued and unused vacation on a pro-rated basis. In the event of the death of the employee, such entitlement shall be paid to the estate.
- G. Employees shall be granted three (3) Personal Days annually. Except in the case of an emergency, forty-eight hours notice will be needed for use of Personal Days.
- H. All employees of the bargaining unit may use Vacation and Personal Days in one-half day increments.
- I. Personal days are not accumulative from year to year. New hires will receive Personal time on a pro rated basis in the first calendar year of employment.

## ARTICLE XI

### SICK LEAVE & DISABILITY

- A. Within the first calendar year of service, an employee shall earn one (1) day of paid sick leave for each month of service.
- B. After the first calendar year of service, each employee shall receive fifteen (15) days of sick leave for each year of service thereafter.
- C. After ten (10) years of continuous employment, each employee shall receive twenty (20) days of sick leave for each year of employment thereafter. Employees hired after 8-1-03 shall not be entitled to the above twenty-day provision.
- D. Unused sick leave shall accumulate to the employee's credit from year to year.
- E. When an employee (hired before 8-1-03) retires with a minimum of ten years of service, such employee shall be entitled to reimbursement for fifty percent (50%) of his unused accumulated sick leave, at the employee's then current rate of pay, up to a maximum reimbursement of \$15,000 in total. The retiring employee shall, if possible, notify the City of the intention to retire by November 1<sup>st</sup> of the preceding year. In the event of an employee's death, such entitlement shall be made to the employee's estate. Employees hired after 8-1-03 are not entitled to reimbursement for unused Sick Leave.
- F. Sick leave may be used only in one-half day or more increments.
- G. The appointing authority may require proof of illness whenever such requirement appears reasonable. In cases of chronic or recurring illness, only one physician certificate will be required for each period of six months. Abuse of sick leave may be cause for disciplinary action.
- H. The City shall continue to enroll its employees in the State Disability Plan.
- I. The City will adhere to the provisions of the Federal and State Family Medical Leave Acts pertaining to maternity and other applicable leaves.
- J. Any employee disabled due to occupational injury or disease may, on recommendation of the City and approval of the NJ Department of Personnel, be granted a leave of absence with full or reduced pay. Payments made for disability shall be reduced by the amount of worker's compensation awarded. Such leave shall not be granted beyond one year from the date of injury.

## ARTICLE XII

### MILITARY, BEREAVMENT & JURY DUTY LEAVE

- A. Any employee who is a member of the National Guard, Naval Militia or a reserve component of any of the armed forces of the United States and is required to engage in field training, or other active duty, shall be granted military leave of absence for the period of such duty. Seniority and insurance benefits shall be continued in full force during such leave. The City will pay the employee the difference between his service pay and his regular straight time pay for the scheduled working time lost.
- B. Any employee enlisting in or being drafted into military service shall maintain seniority rights during such period of military service. Upon honorable discharge from service, and upon application within ninety days thereof, such veteran shall be reinstated to the former position held or to a position of equal status.
- C. Each employee shall be entitled to a maximum of five (5) days bereavement leave without loss of pay, for the death of a member of the employee's immediate family. The immediate family is defined as: mother, father, mother-in-law, father-in-law, husband, wife, son, daughter, sister, brother, sister-in-law, brother-in-law, grandparent, grandchildren or any relative residing in the employee's household. Employees will be granted one (1) day leave without loss of pay to attend the funeral of an aunt, uncle, niece, nephew, or first cousin.
- D. Employees hired after 8-1-03 shall be entitled to three (3) days of bereavement leave without loss of pay, for the death of a member of the employee's immediate family. The immediate family is defined as: mother, father, mother-in-law, father-in-law, husband, wife, son, daughter, sister, brother, sister-in-law, brother-in-law, grandparent, grandchildren or any relative residing in the employee's household. Employees hired after 8-1-03 will not be entitled to paid bereavement leave to attend the funeral of an aunt, uncle or first cousin; but may use earned time to do so.
- E. Jury Duty leave shall be granted to any employee summoned to jury duty or as a witness in behalf of the City. Eligible employees shall receive full pay less any court compensation received during the leave period. Prior notice and proof of jury service must be presented prior to payment being made.



## ARTICLE XIII

### HEALTH INSURANCE & PENSION

- A. The employer will continue to provide health benefits for employees and their dependents in accordance with the following:
1. Effective 1-1-04 a PPO Plan will be implemented. Employees currently in the Indemnity Plan may opt into the PPO Plan at no cost. Employee's that elect to stay in the Traditional Indemnity Plan will pay \$100.00 per month effective 1-1-04; and \$200.00 per month effective 1-1-05.
  2. Employees hired prior January 1, 2009 who were enrolled to the POS Plan may opt to take the PPO Plan at no cost.
  3. Employees hired after January 1, 2009 will receive fully paid coverage under the POS Plan. Such employees may select the PPO Plan provided they pay the difference in premium cost, if any, between the selected plan and the POS rate.
  4. Prescription drug co-pays under the POS Plan shall be \$10 for generic drugs, \$20 for brand name drugs, and \$35 non-preferred (formulary). Office co-pays under the POS Plan shall be \$5.00. The PPO Plan has no prescription drug plan per se, but employees enrolled in this Plan shall pay 20 of the cost of drugs up front, and submit the remaining 80% cost of the drug to Major Medical for reimbursement. Office co-pays under the PPO Plan shall be \$10.00.
- B. The employer will have the right to change insurance carriers or plans provided that substantially similar or better benefits are provided.
- C. The employer has the right to increase the payout amount for employees who opt out of City sponsored health coverage.
- D. A labor/management committee will be established to explore alternate health insurance options. Said committee shall have full access to all necessary information and shall be provided reasonable time during normal working hours.
- E. The employer will continue to enroll all employees in N.J. PERS pension system and make any contributions required to maintain the employee's status in the Plan.

The City will continue to provide a Dental Plan for employees and dependents at least equivalent in coverage levels and deductible costs as is currently in place.

## ARTICLE XIV

### MISCELLANEOUS

- A. It is agreed that the City and the Union will continue their practice of not discriminating against any employee on the basis of race, color, creed, religion, nationality, sex or sexual orientation. In addition, no employee shall be discriminated against because of activity or inactivity with respect to union affairs.
- B. No employee shall make or be requested to make any agreement, or enter into any understanding, inconsistent with the terms of this agreement.
- C. The employer shall provide reasonable bulletin board space for the posting of union notices.
- D. Employees shall have the right to review their personnel files and to have any discrepancies removed or corrected. In the event of a disagreement as to an item contained therein, the employee has the right to place in the file a statement concerning said item.
- E. If an employee is required to attend training courses related to their position with the City, and such course has been approved by the Administrator, said employee shall be entitled to time off to attend, without loss of pay if during normal working hours, plus reimbursement for travel at the rate of .30 cents per mile.
- F. Any benefit that the employees are enjoying now, which is set forth in the City Ordinance but not mentioned in this agreement, shall remain in full force.
- G. Notice of all title changes, promotions, changes in rate of pay, other than annual increases per contract, transfers or reclassifications shall be given in writing to the shop steward and the union office.
- H. Employees utilizing FMLA or FLA leave time for maternity reasons may, at the City's sole discretion, be required to exhaust accumulated sick leave and vacation leave in accordance with the law. However, such employees will be allowed to maintain up to ten (10) days of sick leave for use after return from maternity leave.
- I. When the City decides to dismiss employees after a half day worked, court and police records employees will be dismissed at 11:30 A.M., as opposed to 12:00 P.M. for City employees whose shift begins later than court and police record employees.

**ARTICLE XV**

**SEPARATION & SEVERANCE**

- A. Employees who resign will tender their resignation in writing, if possible, at least two weeks prior to the effective date of the resignation, in order to provide sufficient time for appointing and training a successor.
  
- B. Upon leaving the service of the city, an employee who resigns in good standing will be entitled to payment for any earned and unused vacation and personal time.

**ARTICLE XVI**

**SEPARABILITY & SAVINGS**

- A. If any provision of this agreement or any application of this agreement to any employee, or group of employees, is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect. In such an event, the parties shall meet to negotiate new language to replace the clause(s) deemed invalid.

**ARTICLE XVII**

**FULLY BARGAINED PROVISIONS**

- A. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues, which were or could have been subject to negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated this agreement.

**ARTICLE XVIII**

**LONGEVITY**

- A. In addition to the employee's base salary, employees shall receive a longevity bonus in accordance with the following schedule. Such bonus shall be incorporated into the employee's base salary for pension and overtime calculations.

After five (5) years of service .....	\$ 500.00
After ten (10) years of service.....	\$ 1000.00
After fifteen (15) years of service .....	\$1500.00
After twenty (20) years of service .....	\$2000.00
After twenty-five (25) years of service .....	\$2500.00
After thirty (30) years of service .....	\$3000.00

**ARTICLE XIX**

**COMMUNICATIONS OPERATORS MISCELLANEOUS**

- A. Communications Operators shall receive a uniform allowance of \$300.00 for each year of this agreement and a clothing maintenance allowance of \$100.00 for each year of the agreement. These allowances shall be paid by separate check on or about April 1<sup>st</sup> of each year.
- B. The City will reopen negotiations with Local 1038 concerning Communication Operators in the event Local 1038 members assume dispatch functions presently being handled by the Monmouth County 911 center.
- C. Communication Operators assigned to the training of new employees will receive one additional Vacation Day for each such employee trained. This will apply to a regular training regimen spanning several weeks and not to incidental occasions of training.
- D. Overtime assignments for Communication Operators will be handled as follows:

Unanticipated Shortage Requiring Overtime (i.e. sick out):

- 1. Existing shift offered overtime
- 2. Following shift offered overtime
- 3. Off Duty Dispatcher called in order of seniority
- 4. Patrolman hired

Anticipated Overtime (i.e. holidays):

- 1. Patrol Commander posts available slots
- 2. Slots filled on basis of seniority

## ARTICLE XX

### SALARY

- A. Employees shall be paid pursuant to the salary guides attached to this Agreement as Schedule A. New employees may be placed on the guide above Step One provided they are not placed at a step higher than a more senior employee in the same title. For each of the three years of this Agreement, each employee who is “off guide” (that is, is not receiving a step increase by advancing from one step to another on the salary guide) shall receive an annual payment of \$250.00. This payment shall not be added to the employee’s base salary for any purposes and will be subject to all legally required deductions. The parties agree that this payment will terminate for any year in which the statutory required contribution for health insurance has been eliminated.
- B. Effective January 1, 2012, the salary guides will be improved by 2%.  
Effective January 1, 2013, the salary guides will be improved by 2%.  
Effective January 1, 2014, the salary guides will be improved by 2%.
- C. Step progression shall occur each January 1<sup>st</sup>.
- D. New employees may be placed on the guide above Step one provided they are not placed at a step higher than a more senior employee in the same title.



**DURATION OF AGREEMENT**

This Agreement shall become effective January 1, 2012 and shall continue in full force and effect through December 31, 2014.

This Agreement shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing no sooner than one hundred twenty (120) days prior to the expiration date to change or modify or terminate this agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed by their duly authorized officers.

**CITY OF LONG BRANCH**

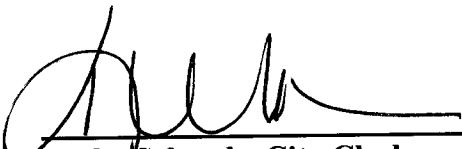
  
\_\_\_\_\_  
Mayor Adam Schnleder

**Dated:**

**ATTEST:**

\_\_\_\_\_

**Dated:**

  
\_\_\_\_\_  
Kathy Schemlz, City Clerk

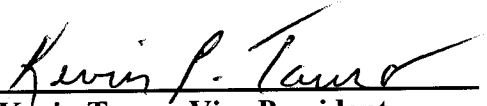
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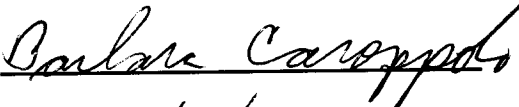
**LOCAL 1038 CWA**

  
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Kevin Tauro, Vice President,  
Local Government, Monmouth County

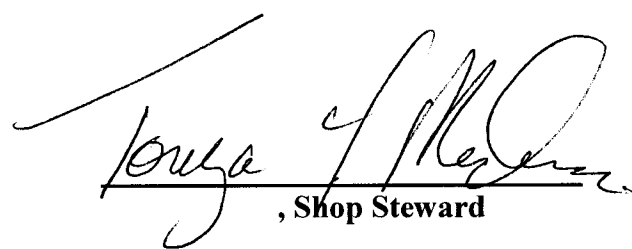
**Dated:**

4-10-13

**ATTEST:**

  
\_\_\_\_\_  
Barbara Caroppo

**Dated:** 4/10/13

  
\_\_\_\_\_  
**, Shop Steward**

  
\_\_\_\_\_  
**, Shop Steward**

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