

OCT 23 1979

RUTGERS UNIVERSITY

AGREEMENT

BETWEEN

THE BOROUGH OF SAYREVILLE

AND

SAYREVILLE POLICE RADIO DISPATCHERS

FROM January 1, 1979 to December 31, 1980

*Middlesex*  
ARTICLE I

PURPOSE

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 standard 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 750 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. Effective April 1, 1979, 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 plans; and administration of the plan shall be through the Borough as herein the past provided.

6. In addition to the foregoing insurance, the Borough shall, effective January 1, 1979, provide life insurance coverage in the amount of \$10,000.00 per employee.

### ARTICLE III

#### UNIFORMS

1. The Borough agrees to provide the dispatchers with two complete uniforms, (which include six (6) shirts, two (2) pairs of pants, one (1) belt, one (1) tie, one (1) pair of shoes, one (1) pair of socks) for 1979 and two complete uniforms for 1980. The Borough shall replace any uniform destroyed in the line of duty and in the event that repairs are possible, the employer

shall repair the same at its own cost and expense.

#### ARTICLE IV

##### HOLIDAYS

1. All police radio dispatchers shall receive the same thirteen (13) paid holidays at base pay as presently recognized and now in force, and shall be paid for these holidays before December 15th 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 Borough Council declare any extra holidays for municipal employees, they shall be included with the thirteen (13) paid holidays.

#### ARTICLE V

##### SALARIES

1. The salaries for the position of Police Radio Dispatcher shall be as follows, effective January 1, 1979:

- |                           |             |
|---------------------------|-------------|
| A. First year of service  | \$10,744.00 |
| B. Second year of service | 11,346.00   |
| C. Third year of service  | 11,948.00   |
| D. Fourth year of service | 12,288.00   |

2. The salaries for the position of Police Radio Dispatcher shall be as follows, effective January 1, 1980:

A. First year of service	\$11,576.00
B. Second year of service	12,178.00
C. Third year of service	12,780.00
D. Fourth year of service	13,120.00

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 he 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 15th and January 15th.

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 vacations 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 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

1. 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.

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. However, this does not limit the Borough from not using special police officers for overtime work.

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 to 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 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, Civil Service 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 ( $1\frac{1}{4}$ ) 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) days consecutive a physician's certificate must be filed with the Chief on the fourth (4th) day. This physician should be requested to indicate when the dispatcher may be expected to return to work.

6. Every employee covered by the terms of this agree-



ment 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 if employment is 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

1. The dispatchers shall annually select from among its membership two (2) persons who shall be designated as the "Grievance Committee". The names of the members of the Grievance Committee shall be promptly submitted to the Mayor and Council for their records and information.

2. The following procedure shall be employed in an effort to satisfactorily handle all grievances other than those which mandatorily would have to be disposed of by Civil Service procedure or public hearings:

A. Should a grievance arise between the Borough and the employee Association or any of its members as to the meaning or application of the provisions of this proposal, an early effort shall be made to settle such grievances in the manner hereinafter provided.

B. Any employee of the Borough having any such grievances shall, within three (3) work days after the grievance arises first take up the matter with his representative or steward who will present grievance to the Department Head.

C. If within three (3) work days a satisfactory settlement is not arrived at between these parties, the matter shall be put into writing and taken up by the employee concerned and the members of the Grievance Committee with the respective committee chairman.

D. If a settlement is not arrived at between these parties within three (3) work days, the Grievance Committee shall, if it considers the grievance a justified one, take it up with the Mayor and Council at one of their business sessions or executive sessions, in private without having the matter made one of public record. The Mayor and Council agree to meet with the Grievance Committee as soon as practicable, but in any event within seven (7) work days from the date of receipt of written notice from the Grievance Committee setting forth the particulars of the grievance or grievances, and requesting such meeting.

E. Arbitration: Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the employer and the employees. If the Borough and the employee cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations

Commission, the Commission shall hear the matter on the evidence and within the meaning of this agreement, such rules and regulations as may be in effect by the Civil Service Commission which might be pertinent and render his award in writing which shall be final. The cost of the arbitrator's fee shall be shared by the Borough and the Employee Association. Time extensions may be mutually agreed to be the Borough and the employees.

#### 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 fee 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 four (\$4.00) dollar

meal allowance. The employee after working ten (10) consecutive hours shall also be entitled to a thirty (30) minutes 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 twelve (12¢) cents per mile. The mileage expense at the rate of twelve (12¢) cents 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 work day.

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 October 1, 1980.

10. Any provision of this agreement which is in conflict with Civil Service Rules and Regulations shall remain in full force and effect, it being the intention of the parties to supplement the protections afforded under Civil Service.

11. This agreement shall have an effective date of January 1, 1979 and cover the calendar years of January 1, 1979 to December 31, 1980. The contract shall automatically terminate on December 31, 1980 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.

12. The Mayor and the Borough Clerk shall be the signatories on behalf of the Borough and the Police Radio Disptachers shall be the signatories for themselves.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals on this 16<sup>th</sup> day of August, 1979.

ATTEST:

Margaret V. Hahn  
MARGARET V. HAHN, Acting  
Borough Clerk

THE BOROUGH OF SAYREVILLE  
BY: John E. Czernikowski  
JOHN E. CZERNIKOWSKI, Mayor

POLICE RADIO DISPATCHERS  
Raymond J. Bartzler, Thomas Mancera  
Walter Lisak