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**AGREEMENT**

**BETWEEN**

**BOROUGH OF SAYREVILLE,  
MIDDLESEX COUNTY, NEW JERSEY**

**.and**

**AFSCME, LOCAL 3527,  
COMMUNICATION OPERATORS  
OF THE  
SAYREVILLE POLICE DEPARTMENT**

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**JANUARY 1, 1997 THROUGH DECEMBER 31, 1999**

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LAW OFFICES  
APRUZZESE, McDERMOTT,  
MASTRO & MURPHY  
A PROFESSIONAL CORPORATION  
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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 Communications Operators 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. For purposes of this Article only, the term "employee" shall mean those employees covered by this Agreement who work at least 25 hours per week (exclusive of overtime). Employees who do not meet this threshold requirement shall not be eligible for the benefits set forth in this Article.
2. The Borough shall provide Blue Cross, Rider "J", Major Medical as set forth in the State 1420 Plan.
3. The Borough reserves the right to change insurance carriers so long as "substantially similar" benefits are provided.
4. The Borough shall provide health insurance coverage for retired employees in accordance with N.J.S.A. 52:14-17.38. The present practice regarding insurance for retirees shall continue during the life of this agreement. In the event the insurance for bargaining unit employees is modified, the same modification shall apply to retirees.
5. 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.
6. 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 here in the past provided.

The prescription plan shall be changed to provide for a \$10.00 co-pay on all brand name prescriptions; a \$5.00 co-pay on all generic prescriptions; and no co-pay on all maintenance prescriptions of 90 days duration or longer purchased via mail order as soon as the prescriptions benefit co-pay for all other Borough employees is adjusted to that same level. Effective January 1, 1998, newly hired employees shall not receive dental or optical coverage.

7. 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 communications operator a clothing allowance in the amount of five hundred and fifty dollars (\$550) 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 the sum of \$100.00 to the employee for maintenance of the said uniforms.

## ARTICLE IV

### HOLIDAYS

1. All police communications operators 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 communications operators 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 communications operator caused his/her 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

The communication operators shall receive the following salary increases:

- a. Effective January 1, 1997 – 3.5% over 1996 base salary;
- b. Effective January 1, 1998 – 3.5% over 1997 base salary;
- c. Effective January 1, 1999 - 3.5% over 1998 base salary.

The Communication Operators shall receive longevity of 2% of base salary for all employees after five (5) years of service with the Borough. Effective January 1, 1998, newly hired employees shall not be eligible to receive longevity.

Employees hired after January 1, 1991 will remain at the Step One for one (1) full year before proceeding to Step Two on the anniversary of their date of hire.



## ARTICLE VI

### SENIORITY AND VACATIONS

1. Communication operator 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. Communications operators hired prior to January 1, 1998 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. Communications operators hired on or after January 1, 1998 shall have their vacation entitlement "capped" at 21 working days; thus, subparagraph C above shall not apply to these employees.
4. No communication operator shall be compelled to take his/her 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.
5. There shall be no restrictions against vacations between December 15 and January 15.

6. 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 communication operator shall have the option of either rescheduling his/her vacation or receiving compensation at double time for vacation hours worked in addition to vacation pay.

7. The Borough agrees that permanent replacement of communication operators 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.

8. 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 communication operators in order of seniority.

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

A. To the employee where an employee retires or resigned after giving the Borough at least two (2) weeks notice.

B. To the next of kin, in the event of an employee's death.

9. An employee injured or on extended sick leave shall not be entitled to his/her 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 thirty-five (35) 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 Communication operators of the Sayreville Police Department shall immediately meet to negotiate a revised work schedule for the Police Radio Communication operators.

The April 21, 1998 Memorandum of Agreement between the parties is hereby incorporated by reference into this Agreement. Said Memorandum shall be part of this Agreement and binding upon both parties.

## ARTICLE VIII

### OVERTIME

1. The Borough agrees to give each communication operator time and one-half pay for all overtime work over and above forty (40) hours or over his/her regular work shift/schedule.
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/her 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 communication operator cannot work overtime when requested, the Station Commander or other police officer in charge shall call in a communication operator not assigned to work by a seniority list of communication operators before replacing the communication operator with a police officer.
4. The overtime situation whereby patrolmen are assigned to communication operator duties shall be reviewed by the Borough with the Chief of Police to determine whether or not communication operators can be assigned to such overtime duties if communication operators 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 to sick leave pursuant to State and Federal statutes or laws. The Borough agrees to grant a leave of absence when a communication operator 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 or her seniority shall not be lost during the duration of such military service. Each communication operator must be reinstated without loss of privileges of seniority, provided he reports for duty with the Borough within forty-five (45) days following his/her 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 communication operator and after reasonable notice may grant a six (6) month leave of absence without pay to the said communication operator. Said leave may only be granted by the Mayor and Council when they receive a written request signed by the communication operator 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 communication operator overstays such leave, then his/her employment with the Borough shall be deemed to have terminated. Seniority of the communication operators 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 employees hired prior to January 1, 1998 covered by the terms of this agreement on the basis of sixteen (16) working days in a calendar year. Employees hired on or after January 1, 1998 shall receive 15 sick days per 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/her employment and has utilized all of his/her 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 communication operator for personal illness or illness of a member of his/her family which requires his/her attendance upon the person who is seriously ill. In the event the communication operator's illness causes his/her absence from work for three (3) consecutive days, a physician's certificate must be filed with the Chief on the fourth (4th) day. This physician should be requested to indicate when the communication operator may be expected to return to work.

6. Every employee covered by the 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/her designee for such personal leave two (2) days in advance of the requested leave. If the employee has used his/her 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.

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## ARTICLE X

### GRIEVANCE PROCEDURE

A. The grievance procedure for communication operators 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, 1997 to December 31, 1999.

B. Any employee who believes that he or she has been discriminated against in any manner shall have the right to file a grievance directly with the Borough Administrator or Affirmative Action Officer, or to file a grievance in accordance with the grievance procedure as set forth herein. This decision shall be at the sole discretion of the employee.



**ARTICLE XI**  
**MISCELLANEOUS**

1. In the event a communication operator is charged with a violation of the laws as a result of an action taken by him in the course of performing his/her 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 communication operator 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 communication operators by a physician designated by the Borough. In the event a communication operator is exposed to a contagious disease and prophylactic treatment is available, the employer will provide at its expense, such treatment to the communication operator and his/her 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 nine (\$9.00) dollar 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/her 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. The mileage expense at the rate of twenty-one cents (\$.21) per mile shall also be paid for any court appearances. In addition,

communication operators will be compensated with straight compensatory time for all court appearances outside the Borough which extends the normal workday.

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

6. Any communication operator 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 communication operator 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, 1999. All future negotiation with the Sayreville Communication operators of the Sayreville Police Department shall be separate from all other Borough employees negotiations unless a written request is received from the within communication 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, 1997 and cover the calendar year of January 1, 1997 to December 31, 1999, 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 hereunto set their hand and seals at Sayreville, New Jersey on this \_\_\_ day of \_\_\_\_\_, 1998.



**Beth Donnataria, President  
AFSCME, Local 3527  
Communications Operations**



**Joseph O. D'Arco  
Business Administrator**



**Edward Downes, President  
AFSCME, Local 3527**

**Mayor James Zagata**

**Paul Mercantanti  
Staff Representative  
Local 3527**

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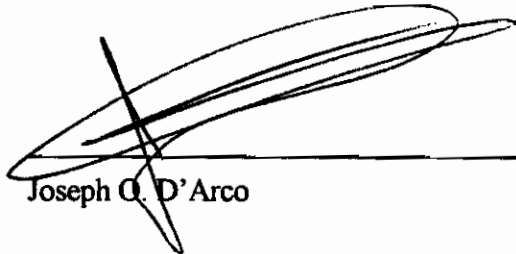
MEMORANDUM OF AGREEMENT

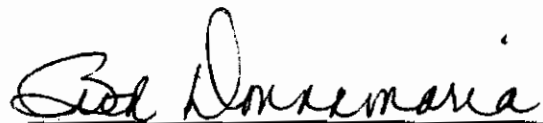
The Borough of Sayreville and AFSMCE Local 3527, representing the communications operators in the Borough of Sayreville, hereby agree to the following procedures with respect to the assignment of overtime to full-time communications operators:

1. When there is a vacancy created due to the unanticipated absence of a communications operator, any full-time operator working the shift prior to the vacant position will first be offered the opportunity to "hold over" in order to work the vacant shift. If this opportunity is declined by all operators working during the prior shift, the Borough will have the unfettered ability to use a part-time communications operator to fill the vacant position.

2. An "unanticipated absence" for purposes of this Agreement is an absence caused by the illness of a communications operator which was brought to the Borough's attention no more than 8 hour's prior to the start of the shift on which the vacancy occurs.

3. This procedure described herein shall become effective with the signing of this Memorandum.

  
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Joseph Q. D'Arco

  
\_\_\_\_\_  
Beth Donnamaria

Dated: 6/12/98

Dated: 6/12/98

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