

8/28/95

A G R E E M E N T

BETWEEN

CITY OF LINDEN

8/28/95
CITY CLERK'S OFFICE

And

CENTRAL DISPATCH 911
COMMUNICATIONS WORKERS OF AMERICAN AFL-CIO

JANUARY 1, 1995 THROUGH DECEMBER 31, 1997

LAW OFFICES

DORF & DORF, P.C.
2376 St. Georges Avenue
Rahway, New Jersey 07065

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PREAMBLE

This Agreement effective January 1, 1995 through December 31, 1997 between the CITY OF LINDEN, New Jersey, hereafter referred to as the "City" and the CENTRAL DISPATCH 911 COMMUNICATIONS WORKERS OF AMERICAN AFL-CIO, hereinafter 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

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

ARTICLE II

MANAGEMENT RIGHTS

A. Except as limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms conform with the laws and Constitution of New Jersey and of the United States, the City of Linden hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.

2. To use improved methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality of the work required.

3. To hire all employees, to promote, transfer, assign or retain employees in positions within the Police Department of the City.

4. To reprimand, suspend, discharge or take any other appropriate disciplinary action against any employee for just cause.

5. To lay off employees in the event of lack of funds.

B. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authority, duties or responsibilities under R.S. 40, 40A and 11 or any other national, state, county or local laws or ordinances or to deny or restrict the City in the exercise of the foregoing rights, responsibilities, duties, authority and powers, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith.

ARTICLE III

NON-DISCRIMINATION

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.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definition

A grievance concerns the interpretation or application of any provision of this Agreement or any rates of pay, hours of employment or other conditions of employment covered by this Agreement.

B. Procedure

A grievance shall be settled in the following manner:

C. Steps of the Grievance Procedure

An aggrieved employee shall present his/her grievance in writing with the immediate supervisor on an informal basis within ten (10) days of the occurrence or such grievance will be deemed waived. In the event of such grievance, the steps hereafter set forth shall be followed:

Step 1: An employee may orally present and discuss his/her grievance with the immediate supervisor on an informal basis. If the nature of the grievance is such that it affects the work being done, the Supervisor will make the preliminary decision immediately, and the work will proceed on the basis of this decision. If the grievance is not the type which requires an immediate answer, the Supervisor will give his/her answer within two (2) working days.

Step 2: The grievance shall be reduced to writing by the employee or the Steward and signed by the employee and a copy given to the Supervisor and to the Steward. The Supervisor shall

answer the grievance in writing after speaking with the Steward within two (2) working days.

Step 3: If the Supervisor's answer is not satisfactory, then the Steward shall call in a Representative of the Communicators Workers of America. The Union Representative and the Steward shall meet with whomever the City appoints. They shall endeavor to settle the matter as promptly as possible; and if they do not do so within six (6) days or within such additional time as they shall agree upon, it shall be submitted to arbitration by the Union in the manner hereinafter provided for.

C. The Union shall notify the employer in writing of its determination and desires to arbitrate within thirty (30) days after the Union has received the Employers final disposition of the grievance.

1. The arbitrator shall be selected by the New Jersey State Board of Mediation and Conciliation Services, 50 Park Place, Newark, New Jersey 07102.

2. The decision of the arbitrator shall be final and binding on the parties subject to law.

3. The Employer and the Union shall equally share the cost of the arbitrator.

4. The arbitrator shall not have the right to alter, add to, or detract from the terms of this Agreement.

ARTICLE V

RATES OF PAY AND OVERTIME

A. Wages

The following pay schedules will be effective on the dates noted:

	<u>12/31/94</u>	<u>01/01/95</u>	<u>01/01/96</u>	<u>01/01/97</u>
MIN.	\$16,310	\$16,881	\$17,472	\$18,083
1ST	18,436	19,081	19,749	20,440
2ND	20,558	21,277	22,022	22,793
3RD	21,524	22,277	23,057	23,864
4TH	22,490	23,277	24,092	24,935
5TH	23,459	24,280	25,130	26,009
6TH	24,424	25,279	26,163	27,079
7TH	25,389	26,278	27,197	28,149
MAX.	26,357	27,279	28,234	29,222

B. Overtime

Whenever any Communications Operator is asked to work on any of his/her scheduled vacation day he/she shall be paid one and one-half (1-1/2) times their regular hourly rate of pay.

C. Matron Duty

Any dispatcher that is asked to perform Matron duty work, while performing his/her regular scheduled job shall be paid one and one-half (1-1/2) times his/her hourly rate of pay for all hours worked as a Matron.

ARTICLE VI

HOURS OF WORK

A. The hours of work will be four (4) consecutive days on duty followed by four (4) consecutive days off duty. Each shift will be for eleven (11) hours per day inclusive of a one (1) hour non-paid lunch period.

B. The 911-Coordinator will determine the specific hours of work for each shift. These hours may be changed at any time by the City with seven (7) working days notice. Assignments of dispatchers to a particular shift will be made by the 911-Coordinator.

C. The City may terminate this work schedule at any time upon thirty (30) days written notice to the Union.

ARTICLE VII

HOLIDAYS AND PERSONAL DAYS

A. Holidays

All employees are entitled to nine (9) days off annually in lieu of time off on official holidays. All employees will receive three (3) working days off with pay for every four (4) months they work. Holidays are to be prorated if employees do not work the entire four (4) months. All holidays must be taken during the current year. Requests for holidays must be made not less than one (1) month in advance and will be granted in the priority order of the request. All requests for holidays are subject to the approval of the 911-Coordinator. Holidays will not be allowed to accrue and must be taken in the current year. Holidays cannot be sold back to the City and must be taken before retirement.

B. Personal Days

All employees are entitled to two (2) personal days a year. Requests for personal days off must be made and are subject to the approval of the 911-Coordinator no less than two (2) calendar weeks in advance.

ARTICLE VIII

VACATIONS

A. Vacation entitlement shall be based upon the following schedule:

<u>PERIOD OF EMPLOYMENT</u>	<u>VACATION ENTITLEMENT</u>
0-1 Year	Credited 3/4 working day per month up to December 31 to be used in the next year of employment.
2 years through 5 years	9 working days
6 years through 10 years	11 working days
11 years through 20 years	14 working days
21 years and over	17 working days

B. 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. Three quarters (3/4) day shall be credited for each month an employee works up to December 31, to be taken the following year. An employee hired up to the fifteenth (15) day of the month will have earned that month. (EXAMPLE, an employee starts September 1, 1992. At the end of 1992, said employee is entitled to three (3) working days vacation which can be taken between January 1 and December 31, 1993. On January 1, 1993, said employee would be credited nine (9) working days vacation based on a full year's employment in 1993, which can be taken in 1994.)

C. 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 911 Coordinator ^{3/24/95} ~~Police Chief~~. ^{AB}

D. All vacation schedule requests must be submitted to the 911-Coordinator no later than March 1 of each year. In the event a request is not submitted by that date, vacations will be scheduled based on date of hire.

ARTICLE IX

SICK LEAVE

A. 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 quarantined by a physician because said employee has been exposed to a contagious disease.

B. 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 two (2) consecutive working days.

C. Employees shall be entitled to ten (10) working days sick leave per calendar year. Newly hired employees are entitled to sick leave based on the following schedule:

1 Month	-	None
2 Months	-	None
3 Months	-	2 Days
4 Months	-	3 Days
5 Months	-	4 Days
6 Months	-	5 Days
7 Months	-	6 Days
8 Months	-	7 Days
9 Months	-	8 Days
10 Months	-	9 Days
11 Months	-	10 Days

D. 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 911-Coordinator 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.

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

F. Advance paid sick leave is not permitted.

G. Payment for accrued sick leave will be made only upon retirement or death. Employees will be granted one (1) day of base pay for every three (3) days accumulated sick leave upon retirement, or to the beneficiary, upon death, not to exceed the maximum, as may be provided by the Council.

H. 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 X

FUNERAL LEAVE

A. In the event of a death in an employee's immediate family, namely: spouse, children, brother, sister, parents, parents-in-law, brother-in-law, sister-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) days funeral leave provision also applies in the event of a death of any other relative if such relative resides with the employee. In the event of a death of an aunt or uncle who does not reside with the employee, the employee shall be paid for time lost on the day of the funeral provided the employee attends the funeral.

B. 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.

C. 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 XI

HEALTH BENEFITS

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

B. The City reserves the right to change insurance carriers and/or plans or to self-insure so long as substantially similar benefits are provided.

ARTICLE XII

MATERNITY LEAVE

A. All permanent, full-time employees are entitled to maternity leave, which may be granted for a period of up to six (6) months, provided that the request for such leave is made to the 911-Coordinator.

B. A pregnant employee may continue working as long as she is able to perform the duties of her position. The 911-Coordinator may require the employee to have a written statement from her physician in cases of concern for her safety.

C. Maternity leave, when granted, shall be without pay, or employee may use accumulated sick time.

D. 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 (1) of equal status and pay.

E. 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 XIII

LEAVE OF ABSENCE AND MILITARY LEAVE

A. Leave of Absence

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.

2. Any employee absent for four (4) consecutive days without notice and approval by his superior, or who fails to report for duty within five (5) business days after the expiration of any approved leave shall be held to have resigned.

B. Military Leave

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.

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 XIV

JURY DUTY AND WITNESS DUTY

A. Jury Duty

Upon receipt of a notice to serve on Jury Duty, it is incumbent upon the employee to immediately inform the 911-Coordinator. Further, any employee called to Jury Duty shall be granted leave for 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.

B. 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 XV

OFFICERS OF UNION - RIGHTS AND DUTIES

A. Union Representatives

Union officials shall be admitted on the premises of the Employer for purposes of Union business with prior permission from the 911-Coordinator. Permission for such visits shall not be unreasonably withheld.

B. Shop Stewards

The Union has the sole right and discretion to designate one (1) steward and an alternate and to specify their responsibilities and authority regarding any Union activities.

ARTICLE XVI

UNION SECURITY AND DUES CHECK-OFF

A. 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.

B. 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.

C. 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 XVII

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.

ARTICLE XVIII

CLOTHING ALLOWANCE

All Communications Operators shall receive a clothing allowance from the City of Linden of four hundred (\$400) dollars per year. In addition, all Communications Operators will receive clothing maintenance of two hundred twenty-five (\$225) dollars per year. Employees who are hired after January 1 of each year will be entitled to prorata clothing and maintenance allowance. Clothing allowance will be paid no later than the first pay period in May. Maintenance will be paid no later than December 1 of the year.

ARTICLE XIX

BULLETIN BOARDS

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

ARTICLE XX

MISCELLANEOUS - GROUP LEADER

A. In the event the 911-Coordinator determines the need for a group leader or group leaders, not more than two (2) per shift may be appointed and such group leader(s) will receive an annual stipend of one thousand (\$1,000) dollars prorated for the time served in such capacity.

B. The group leader(s) are subject to approval of the City Council, will serve at the pleasure of the City Council and will not received the stipend until so approved by the City Council.

C. The 911-Coordinator may, at any time, with the approval of the City Council change group leaders or abolish same.

D. The stipend for a group leader will cease when that individual reverts back to being a dispatcher.

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 1995 and shall remain in effect to and including December 31, 1997, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or other gives notice, in writing, no sooner than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Linden on this 19th day of September 1995.

CENTRAL DISPATCH 911
COMMUNICATIONS WORKERS
OF AMERICA AFL-CIO

Nicholas Gallicchio
Nicholas Gallicchio

Jo Ann Berko
Jo Ann Berko

Arlene Sapp
Arlene Sapp

CITY OF LINDEN

John T. Gregorio
Mayor John T. Gregorio

ATTEST:

Val Imbriaco
Val Imbriaco, City Clerk