

**AGREEMENT**

**BETWEEN**



**AND**

**THE INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS - LOCAL 1158  
PUBLIC SAFETY TELECOMMUNICATORS**

---

**January 1, 1998, Through December 31, 2001**

---

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>DESCRIPTIONS</u>	<u>PAGE(S)</u>
10	Compensatory Time Police or Fire.....	8-9
24	Dues Deductions/Agency Shop.....	21-22
32	Duration.....	26-27
8	Education.....	4-5
18	Funeral Leave.....	17-18
1	General/Public Employees.....	1
21	Grievance and Arbitration Procedure.....	18-21
12	Holiday Pay.....	10-11
16	Hospitalization/Dental Insurance.....	15-17
9	Hours of Duty.....	5
13	Injury Leave.....	11-13
30	Leave of Absence.....	25
6	Longevity.....	2-3
25	Management Rights.....	22-23
29	Miscellaneous.....	25
20	Other Benefits.....	18
10A	Overtime - Police Dept Assignment.....	6
10B	Overtime - Fire Dept Assignment.....	6-8
17	Personal Day.....	17
28	Personnel Files.....	24-25
	Preamble.....	1
3	Probation Period.....	2
31	Recall.....	26
2	Recognition.....	1-2

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>DESCRIPTION</u>	<u>PAGE(S)</u>
19	Rules and Regulations.....	18
5	Salaries.....	2
27	Severability and Savings.....	24
14	Sick Leave/Retirement Leave.....	13-14
15	Statement of Accumulation.....	14
7	Uniforms and Allowance.....	3-4
26	Union Activities.....	23
4	Vacancies and Promotions.....	2
11	Vacation Leave.....	9-10
23	Working Rules.....	21

**PREAMBLE**

**THIS AGREEMENT** entered into this *5<sup>th</sup>* day of *April* 1999, by and between the City of Hackensack, New Jersey, hereinafter referred to as the "**City**", and the International Brotherhood of Electrical Workers IBEW, Local 1158, hereinafter referred to as the "**Union**" .

**ARTICLE 1 - GENERAL/PUBLIC EMPLOYEES**

**1.1 General**

In order to increase general efficiency within the Communications Department, and specifically the Communications Operators Unit; to maintain the existing harmonious relationship between the City and its employees and to promote the morale, rights, well-being, and sincerity of the Department, the City and the Union hereby agree as follows:

**1.2 Public Employees**

The Union and the individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

**ARTICLE 2 - RECOGNITION**

**2.1** The City of Hackensack hereby recognizes the I.B.E.W., Local 1158, as the sole and exclusive representative of all Communications Operators employed by the City as identified on the PERC Certification of Representative, Docket No. R0-94-153, dated

August 15, 1994, excluding the fire fighters, police officers, office clericals, supervisors within the meaning of the Act, managerial executives, confidential employees and all other employees.

**ARTICLE 3 - PROBATION PERIOD**

3.1 All employees shall serve a probationary period of Twelve (12) months and shall have no seniority rights during this period but shall be subject to all other clauses of the Agreement. All employees who have successfully completed the probationary period shall be certified as permanent employees upon certification by N.J. Department of Personnel. The probationary period shall be considered part of the seniority time.

**ARTICLE 4 - VACANCIES AND PROMOTIONS**

4.1 All vacancies, when they occur, shall be dealt with according to the Rules of the N.J. Department of Personnel.

**ARTICLE 5 - SALARIES**

5.1 The base salaries for employees covered by this Agreement shall be as set forth in Appendix A.

**ARTICLE 6 - LONGEVITY**

6.1 In addition to the salary ranges indicated, each employee will receive longevity pay of two (2%) percent for each four (4) years of service, computed on the amount of the base salary of the employee at the time he becomes eligible for such longevity payment. In order to qualify for such longevity pay, the employee

must have earned each four (4) years service credit on or before January 4, March 31, June 30, or September 30, in order to receive the added two (2%) percent longevity pay for the ensuing quarters. Whenever an employee receives an increase in salary during the year as a result of a change in base salary for promotion, increment, wage increase or new position, the employee will receive a longevity increase on the new base salary at the same percentage as heretofore received on the prior base salary. Additional compensation of any nature, including overtime, will not be considered in computing longevity payments. Longevity payments will be computed from the time the employee was last employed on a full time basis by the City. Leaves of Absence without pay, with the exception of employees on official leave of absence due to military duty will not be considered in determining the length of service.

**ARTICLE 7 - UNIFORMS AND ALLOWANCE**

7.1 Each employee shall wear the prescribed uniform while on duty.

7.2 The City shall supply to each new employee his/her initial uniform which shall include:

- 1 pair of pants
- 2 shirts (1 long & 1 short sleeve)
- 2 sleeve patches
- 1 neck tie
- 1 badge

7.3 Employees who fail to complete six (6) months of continuous employment shall reimburse the City for the cost of their initial uniform.

7.4 Each employee shall receive an annual uniform allowance of \$250.00, pro-rated upon the number of "full months" of employment in that calendar year, payable each December.

7.5 The prescribed uniform or any part there of shall not be worn while off duty except for ceremonial purposes.

#### **ARTICLE 8 - EDUCATION**

8.1 Each employee shall be required to obtain and maintain any mandated certifications as a condition of continued employment. Failure to obtain/maintain said certifications will be accepted as notice of employment resignation.

8.2 The City shall reimburse each employee for his/her cost of tuition and books, when approved in advance and upon presentation of successful course completion.

8.3 Within the first three (3) months of employment each employee must, as a condition of continued employment, obtain a (1) **Emergency Medical Dispatch (EMD) Certification** issued by the Associated Public Communications Officials - International, Inc (APCO) and a (2) **Terminal Operator Certification** issued by the Criminal Justice Information System (CJIS), unless extended by the City Manager. Failure to obtain said certifications will be accepted as employment resignation.

**8.4 Training, testing and certification for the Terminal Operator Certification** shall be under the direction of the Terminal Agency Coordinator (TAC); which function is assigned to the Police Department.

**8.5** A Communications Operator shall be recognized as a certified operator upon obtaining the certifications identified in **8.3** above plus three (3) months of creditable service with the City as a Communications Operator.

**ARTICLE 9 - HOURS OF DUTY (EFFECTIVE 1/1/96)**

The hours of duty may vary depending upon temporary departmental assignment as follows:

**9.1 Police Department** - The daily tours of duty shall be established by the Police Chief or his designee so that each Communications Operator or Trainee works a 40 hour workweek.

**9.2 Fire Department** - Effective 1/1/96 the daily tours of duty shall be established by the Fire Chief. Communications Operators temporarily assigned to the Fire Department may, after a training period, be required to work a schedule known as a 10 hour tour of duty and 14 hour tour of duty, which will average 42 hours per week over an eight (8) week cycle.

**9.3 Communications Department** - At a future date the City may consolidate the Police and Fire Communications function into a separate and distinct area, at which time the work schedule for all Communications Operators may be adjusted.



**ARTICLE 10A - OVERTIME - POLICE DEPARTMENT ASSIGNMENT -**  
**(EFFECTIVE 1/1/96)**

10A.1 The workweek for Communications Operators assigned to the Police Department shall commence at 0001 hours on Sunday and end at 2400 hours on the following Saturday.

10A.2 Communications Operators assigned to the Police Department shall work a 40 hour workweek and shall receive overtime at the time and one-half (1-1/2) rate for all hours worked in excess of 40 hours per workweek.

10A.3 For the purposes of computing premium time, absences due to use of sick days, vacation days, I.O.D., personal day, funeral leave or other paid leave shall be considered as days worked; however not to the extent that such would generate overtime credit for the days absent.

**ARTICLE 10B - OVERTIME - FIRE DEPARTMENT ASSIGNMENT -**  
**(EFFECTIVE 1/1/96)**

10B.1 The workweek for Communications Operators assigned to the Fire Department shall commence at 0001 hours on Sunday and end at 2400 hours on the following Saturday.

10B.2 Communications Operators assigned to the Fire Department will, after a training period, be required to work a schedule composed of 10 hour and 14 hour tours of duty, which will average 42 hours per week over an eight (8) week cycle. During this eight (8) week cycle an employee will work three (3) 48 hour workweeks, one (1) 42 hour workweek, one (1) 40 hour workweek, two (2) 38 hour workweeks and one (1) 34 hour workweek.

**10B.3** In accordance with Title 29, Part 778 of the Code of Federal Regulations, U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division and more specifically 778.114 "Fixed salary for fluctuating hours" and 541.118 "salary basis", Communications Operators assigned to the Fire Department to work the 10 and 14 hour tours shall be considered to be "employed on a salary basis" within the meaning of the Federal Regulations noted herein.

**10B.4** In accordance with the Federal Regulations noted above a Communications Operator shall be paid a bi-weekly salary, equal to  $1/26$  of his/her annual salary, for each pay period worked, plus he/she shall receive pay at the half ( $1/2$ ) time rate for all scheduled hours worked in excess of 40 in a standard workweek, exclusive of emergency overtime. Computation of the ( $1/2$ ) time rate per Federal Regulations shall be the employee's weekly salary divided by hours worked that week, which produces the straight time rate, which is then divided by 2 to produce the half ( $1/2$ ) time rate.

**10B.5** Each Communications Officer shall be paid at the rate of time and one-half ( $1-1/2$ ) for all hours worked in excess of the assigned tour of duty for emergency overtime.

**10B.6** For the purposes of computing premium time, absences due to the use of sick days, vacation days, I.O.D., personal day, funeral leave or other paid leave shall be considered as days worked, however not to the extent that such would generate overtime credit during the days absent.

10B.7 An employee absent on a 14 hour tour of duty which is chargeable to a paid leave day (i.e., sick, vacation, I.O.D., personal day, funeral leave, etc.) shall not earn overtime pay for the four (4) hours. The employee shall earn ten hours credit for this day. (example: employee on vacation during a 48 hour scheduled workweek would not receive overtime pay for the 8 hours in that scheduled workweek).

10B.8 The use of mutual exchanges of work tours shall not generate any more overtime than would have been earned had the mutual exchange not occurred.

**ARTICLE 10C - COMPENSATORY TIME - POLICE OR FIRE  
DEPARTMENT (EFFECTIVE 1/1/99)**

10C.1 Members, with prior approval of the Chief, may elect to receive compensatory time off in lieu of overtime payment. Such compensatory time shall be granted equal to that of the applicable overtime rate of pay, i.e., one (1) hour of overtime equals one and one half (1.5) hours compensatory time off. Such compensation shall apply to all duties, assignments and details within the scope of work performed by unit members.

10C.2 Anything to the contrary notwithstanding contained herein, it is covenanted and agreed that recorded overtime may be paid off at any time in the discretion of the City of Hackensack provided, however, that where such option is exercised such payment may not reduce the amount of an individual below the total of one hundred (100) hours. This minimum of one hundred (100) hours shall be kept on the books to be paid to the individuals in whose favor

such time exists at the time the final payment is to be made.

10C.3 Payment of such recorded overtime shall be made either at the retirement of an individual, his termination, or in the event of death to his estate.

**ARTICLE 11 - VACATION LEAVE**

11.1 Vacation leave shall be in accordance with the following schedule if assigned to work an eight (8) tour of duty.

<b><u>Years of Service Completed by December 31</u></b>	<b><u>Vacation Days Earned</u></b>
First Year	1 day per full month
1 - 2	12
3 - 4	13
5 - 9	14
10 - 14	16
15 - 19	18
20 - 24	21
25 - 29	23
30+	26

11.2 Vacation leave shall be in accordance with the following schedule if assigned to work a 10 and 14 hour tour of duty (Fire Department schedule):

<b><u>Years of Service Completed by December 31</u></b>	<b><u>Vacation Days Earned</u></b>
1 - 4	9 Work Days
5 - 9	10 Work Days
10 - 14	14 Work Days
15 - 19	15 Work Days
20+	18 Work Days

11.3 The scheduling of vacation days shall be determined by the applicable Department Head.

11.4 Vacation leave must be earned before it can be taken. Vacation leave earned in one year can only be taken before

December 31st of the subsequent year or forfeited. A newly hired employee may request and receive up to five (5) vacation days with pay during his first calendar year of employment with specific approval of the City Manager. Any vacation leave so utilized will be charged against the employee's total vacation leave accrual.

11.5 An employee shall be paid for earned but unused and unforfeited vacation leave upon termination of employment if proper notice is given.

11.6 If an employee is on a leave of absence without pay for more than two weeks in any month, he does not earn vacation leave for that month, except in the case of military leave with pay.

11.7 An employee on an approved leave of absence with pay status will continue to accrue vacation leave, according to his length of service and regular work schedule.

11.8 When an employee is permanently transferred, or temporarily reassigned for a period of greater than one (1) month, to another location with a different tour of duty (Police or Fire), his/her vacation days, both available for use or earned and not credited, shall be adjusted to the rate of vacation entitlement in the location (Police or Fire) where the employee is transferred. One (1) vacation day in Fire shall equal one-and-one-half (1.5) vacation days in Police and vice-versa.

#### **ARTICLE 12 - HOLIDAY PAY**

12.1 The City agrees to pay each Operator for eleven (11) holidays. Payment shall be made in a lump sum in December and

computed as follows:  $\frac{\text{Total Annual Salary}}{260} \times 11 \text{ days.}$

12.2 It is understood that in those cases wherein an Operator serves for less than a full calendar year, he shall receive a pro-rata share of the holiday pay.

12.3 If an Operator dies while actively employed, his estate shall receive payment for his pro-rata earned holiday benefit as outlined above.

12.4 Operators while on sick leave for a continuous period of time in excess of thirty (30) calendar days shall not receive service credit for the computation of holiday pay for each thirty (30) day period of absence. Holiday pay shall not be pro-rated if an Operator is on Injury Leave.

#### **ARTICLE 13 - INJURY LEAVE**

13.1 Whenever an employee subject to this Contract is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty, he shall be entitled to injury leave with full pay, at the rate of pay in existence at the time of his injury, for a maximum aggregate period of one year commencing with the date of such injury, or until such time as he has been accepted for retirement by the Public Employees Retirement Pension system. Any payments of temporary disability insurance by the City or its Workmens' Compensation Insurance Carrier shall be credited toward the full pay set forth above. If illness continues beyond one (1) year, he shall be paid on the basis of his accumulated sick leave.

**13.2** Injury leave shall be granted provided the employee:

- a) Presents evidence that his is unable to work, in the form of a certificate from a reputable physician forwarded to the Department Head within forty-eight (48) hours of the injury.
- b) Reports when requested, for an examination by a physician appointed by the City.

**13.3** An employee on injury leave, must be available to be contacted during the hours which constitute his normal daily work schedule. Failure to be available will subject the employee to disciplinary action.

**13.4** All injury leaves shall terminate when the physician appointed by the City reports in writing that the employee is fit for duty.

**13.5** An employee will be removed from injury leave and charged sick leave:

- a) If the employee fails to report for a scheduled doctor's appointment.
- b) If in the opinion of the attending physician the employee is able to return to light duty and fails to do so.

**13.6** In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the City or its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by

obtaining a judgement in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation or the final decision of the last reviewing court shall be binding upon the parties.

**ARTICLE 14 - SICK LEAVE/RETIREMENT LEAVE**

14.1 Sick Leave days with pay shall accrue on the basis of one working day per full calendar month worked during the remainder of the first calendar year of employment after initial appointment and 1 1/4 working days per month of employment thereafter. Sick leave must be earned before it can be used.

14.2 Sick Leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on any leave without pay.

14.3 A person absent because of sickness for more than one (1) day will be required to submit a licensed doctor's certificate.

14.4 Sick leave with pay will not be allowed under the following conditions:

1. If the employee, when under medical care fails to carry out the order of the attending physician.
2. If, in the opinion of the City Physician, the employee is ill or disabled because of self-inflicted wounds, intoxication or the use of habit forming drugs.
3. Sick Leave shall not be allowed for such things as ordinary dental care or for non-medical professional services.



4. More than one (1) work day sick without a doctor's certification.

14.5 Upon retirement, after twenty-five (25) years of service in the employ of the City, or upon a disability retirement, an employee shall receive as terminal leave seventy-five percent (75%) of salary of the accumulated sick leave. The maximum amount to which any such employee shall be entitled under the provisions of this paragraph shall not exceed fifty percent (50%) of final annual salary as defined below.

14.6 If an employee dies while actively employed, his estate shall receive the applicable retirement leave benefit outlined above.

14.7 On retirement, as defined above, the accumulated sick leave payment shall be computed at 1/260th of the final annual salary. For purposes of computation, final annual salary shall be the base salary plus longevity pay.

14.8 A retiring employee shall be permitted to take the lump sum retirement benefit in up to three installments, at the retiree's sole option. Said installments may be taken by the retiree, on the first pay of each quarter, however, not over a period in excess of eighteen (18) months from separation of service.

#### **ARTICLE 15 - STATEMENT OF ACCUMULATION**

15.1 Each employee shall be supplied with a written certification from the City during each calendar year, which shall state the number of accumulated vacation days, sick days, personal day and

any other time which is available to the employee.

**ARTICLE 16 - HOSPITALIZATION/DENTAL INSURANCE**

**16.1** All members covered by the Agreement and eligible members of their families shall be entitled to the following coverage; after three (3) full months of employment:

- a) Hospitalization, Major Medical and Rider "J" or its equivalent.
  - (1) Effective 3/1/97, by mutual agreement of the City and Union, the Group Insurance Indemnity plan was enhanced to include a PPO, with Rx card. (Including all eligible retirees).
  
- b) Hospitalization coverage for all member retirees, with 25 or more years of service credit, and eligible members of their families to commence at age fifty-five (55) until such time as he becomes eligible for Medicare.
  - (1) Retirees who wish coverage to commence prior to age 55 will have the option of exchanging one and one quarter (1 1/4) paid leave days (vacation, sick, personal) for each month that he/she needs prior to attaining the age requirement.
  
- c) Employees who are forced to submit for an ordinary disability pension must have been employed ten (10) or more years to be eligible for this benefit, except for accidental disability pension which has no requisite time requirement.

**16.2** At age sixty-five (65), coverage to be for employees (not spouse or eligible members of their family) Medicare only.

- a) Each retiree shall be responsible to notify the City when he becomes age sixty-five (65) for the inclusion in the subject insurance coverage.

**16.3** The City and the employees shall provide a Dental Benefit Insurance Program, sponsored by Delta Dental, together with

Orthodontic coverage not to exceed \$800 per year per patient, subject to the following conditions:

- a) The City shall pay the lessor of 50% of the enrollee's annual premium or \$150.00 (pro-rata for mid-year enrollees) and the enrollee shall pay the balance through periodic payroll deductions.
- b) It is understood and agreed that no employee shall be obligated to participate in said program. Once enrolled, at the inception of the program or subsequently at future bi-annual enrollment dates, an employee may voluntarily terminate his enrollment, however, re-enrollment at a later date during continuous employment with the City will be denied.
- c) Part-time and seasonal employees shall not be eligible for this insurance.
- d) Nothing contained herein shall preclude the City from self-insuring this benefit or assigning same to another insurance company provided however that the coverage provided by such change shall not be substantially different from that previously enjoyed.
- e) The City's contribution as herein above set forth shall continue for as long as the enrolled employee continues to be employed by the City and receives a bi-weekly pay check.
- f) Once enrolled, the employee may not voluntarily change his or her enrollment status (i.e., single, husband and

wife, parent and child, family) unless the change is as a result of a bonafide status change (i.e., birth, marriage, death, divorce, adoption, emancipation of dependent child).

- g) All enrollees shall pay their share of the monthly premium via payroll deductions which shall be withheld and paid one month in advance of coverage.

#### **ARTICLE 17 - PERSONAL DAY**

17.1 Each January 1, one (1) Personal Day off with pay shall be granted to all Operators to be used within that calendar year only or forfeited.

17.2 This Personal Day shall be requested, in writing, seventy-two (72) hours in advance, and approved by the Department Head. This day shall not be used before or after a scheduled vacation period. This requirement may be waived by the Department Head to facilitate manpower scheduling.

17.3 A Communication Operator or Trainee shall be eligible for this benefit only upon completion of three (3) months of active employment.

#### **ARTICLE 18 - FUNERAL LEAVE**

18.1 Three (3) working days in the event of a death occurring in the immediate family (spouse, child, step-child, parent, step-parent, brother or sister).

18.2 Two (2) working days (grandparents, grandchildren, mother-in

law, father-in-law, brother-in-law or sister-in-law).

18.3 All funeral leave must be used within seven (7) days of the funeral.

18.4 An employee may use Sick Leave to expand the Funeral Leave with the prior permission of the Chief or his designee.

#### **ARTICLE 19 - RULES AND REGULATIONS**

19.1 All Communication Operators or Trainee shall be governed by the Rules and Regulations established for the Department to which the employee is assigned.

#### **ARTICLE 20 - OTHER BENEFITS**

20.1 Please contact your Department Head if you desire information regarding the following benefits:

- a) Credit Union
- b) Deferred Compensation Plan
- c) Disability Insurance under Cafeteria Plan
- d) Leave of Absence Without Pay

#### **ARTICLE 21 - GRIEVANCE AND ARBITRATION PROCEDURE**

21.1 A "grievance" shall be any difference of opinion controversy or dispute arising between the parties hereto relating to the alleged violation, interpretation or application of any of the provisions of this Agreement.

21.2 A grievance must be initiated by the employee within ten (10) working days from the time the employee knew or should have known of its occurrence.

21.3 Failure at any step of this procedure of the employer or its representative to communicate the decision on a grievance within

the specified time limits shall permit the employee to proceed to the next step. Failure at any step of this procedure of the Union to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

21.4 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the City until such grievance has been fully determined.

**STEP ONE:**

21.5 The grievance shall be discussed by the employee involved and the Union representative with the immediate supervisor designated by the City. The answer by the said supervisor shall be in writing and shall be rendered to the Union within three (3) days of the close of the said discussion.

**STEP TWO:**

21.6 If the grievance is not settled by Step One, within five (5) working days of receipt of the answer at Step One, the grievance shall be reduced to writing by the Union and submitted to the Department Head, or any person designated by him, and the answer to such grievance by the said Department Head shall be in writing and shall be rendered to the Union and the individual employee within five (5) days of submission.

**STEP THREE:**

21.7 If the grievance is not settled at Step Two, the Union shall have the right within five (5) working days of the receipt of the

answer at Step Two to submit such grievance to the City Manager for his consideration. A written answer to such grievance by the said City Manager shall be rendered to the individual employee and the Union within seven (7) days of submission.

**STEP FOUR:**

21.8 If the grievance is not settled by Step Three, the individual employee or the Union shall have the right within five (5) working days of receipt of the answer at Step Three, to pursue all legal remedies afforded by the provisions of the Civil Service Act or to submit such grievance to an arbitrator. The arbitrator shall be selected in accordance with the Rules and Regulations of the New Jersey Public Employment Relations Commission. The arbitrator shall have power to hear the dispute and make a final determination, which shall be binding on all parties. The arbitrator shall not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own costs, but the cost of the arbitrator shall be borne by the parties, based upon PERC filing date of the charge according to the following:

**PARTY**

Unsuccessful	70%
Successful	30%

**WORK STOPPAGES:**

21.9 Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Union agrees that it will not engage in, encourage, sanction or

suggest strikes, slow-down, mass resignations, mass absenteeisms or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of this City's facilities, so long as these procedures have not been violated.

21.10 Nothing contained herein shall be deemed to diminish or modify any rights or remedies of any of the parties as contained in any laws or statutes or any regulations promulgated by a governmental agency.

**ARTICLE 22 - OPEN**

**ARTICLE 23 - WORKING RULES**

23.1 This Agreement is not to conflict with the rules and regulations governing the City, or specifications of the N.J. Department of Personnel. N.J. Department of Personnel specifications shall prevail for all positions.

**ARTICLE 24 - DUES DEDUCTIONS/AGENCY SHOP**

24.1 The City shall deduct Union dues in accordance with State Statues.

24.2 Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a



condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in the amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

24.3 The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

## **ARTICLE 25 - MANAGEMENT RIGHTS**

### **25.1 Management Rights**

- a. The Union recognizes that the City may not, by agreement, delegate authority and responsibility which by law are imposed upon and lodged with the City.
- b. The City reserves to itself sole jurisdiction and authority over matters of policy and retains the right,

in accordance with the laws of the State of New Jersey and the rulings of the State Civil Service Commission to do the following:

1. To direct employees of the City
2. To hire, assign, promote, transfer and retain employees covered by this Agreement with the City or to suspend, demote, discharge, or take disciplinary action against employees.
3. To make work assignments, work and shift schedules including overtime assignments.
4. To relieve employees from duties because of lack of work, or other legitimate reasons.
5. To maintain the efficiency of the City operations entrusted to them.
6. To determine the methods, means and personnel by which such operations are to be conducted.

**ARTICLE 26 - UNION ACTIVITIES**

26.1 The Shop Steward or his designated representative shall be given time off with pay for attendance at unfair practice proceedings and for the processing of grievances, including arbitration. The Shop Steward and the negotiating \*committee shall be given time off with pay for collective bargaining meetings, inclusive of arbitration, provided that this time off is with the Department Head's permission and does not adversely affect the safe and efficient delivery of emergency services.

**\*Two (2) Communications Operators**

**ARTICLE 27 - SEVERABILITY AND SAVINGS**

27.1 Should any part of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

**ARTICLE 28 - PERSONNEL FILES**

28.1 A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Department Head, and may be used for evaluation purposes.

28.2 Upon advance notice and at reasonable times, any employee may review his personnel file. However, this appointment for review must be made through the Department Head or his designated representative at times mutually convenient.

28.3 Whenever a written complaint concerning a Communications Operator or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all known details of the complaint, including the identity of the complainant.

28.4 All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the Union shall subject that member to appropriate disciplinary action.

**ARTICLE 29 - MISCELLANEOUS**

29.1 The City recognizes the principal that the Union and the City are equal partners and have equal rights in the collective bargaining process. The City agrees not to discriminate against anyone because of his activities on behalf of the Union.

**ARTICLE 30 LEAVE OF ABSENCE**

30.1 The City Manager may grant permanent employees a leave of absence without pay for a period not to exceed one (1) year. A leave may be extended beyond one (1) year for exceptional circumstances upon the request of the City Manager and approval of the New Jersey Department of Personnel.

30.2 An employee shall not accrue credit for vacation days, sick days, longevity pay, holiday pay, annual stipends or any other allowances, during a leave of absence without pay or during a suspension.

30.3 A leave of absence shall not disqualify an applicant for a promotional exam.

30.4 Prior to commencing the L.O.A., an employee should discuss with his/her department head the status of his/her medical, dental

and/or disability insurance and pension while on a leave of absence.

**ARTICLE 31 - RECALL**

31.1 When recalled, Public Safety Telecommunicators shall be guaranteed a minimum of two (2) hours work at the time and one-half rate. The Chief can require any individual to work during this time.

**ARTICLE 32 - DURATION**

32.1 Except as this Agreement shall otherwise provide, it shall become effective upon passage by the City Council of the City of Hackensack and shall commence January 1, 1998, and continue in effect until December 31, 2001. This Agreement shall continue in full force and effect until superseded by another Agreement provided both sides mutually agree.

32.2 This Agreement contains the full and entire understanding of the parties in its full and final settlement of all wages and terms and conditions of employment.

32.3 The parties agree that the Union shall be supplied with a reasonable number of copies of this Agreement.

**HACKENSACK COMMUNICATIONS OPERATORS  
I.B.E.W. - LOCAL 1158**

*Ann [Signature]*  
Business Manager *As LT B.M.*

Attest: *[Signature]*

*2-10-99*  
*[Signature]*

**CITY OF HACKENSACK**

*[Signature]* *3/15/99*  
Mayor  
*[Signature]*  
City Clerk

Attest:

*[Signature]*  
City Manager

**EXHIBIT A - 1 of 2**

**PUBLIC SAFETY TELECOMMUNICATORS - HIRED BEFORE 1/1/99**

<b><u>Step</u></b>	<b><u>1997</u></b>	<b><u>1998</u></b>	<b><u>1999</u></b>	<b><u>2000</u></b>	<b><u>2001</u></b>
4	31,500	33,000	34,320	35,693	37,121
3	28,333	29,458	30,448	31,478	32,549
2	25,167	25,917	26,577	27,264	27,978
1	22,000	22,375	22,705	23,048	23,405
% Incr: Start		4.76	4.00	4.00	4.00

**Step Progression For New Hires**

- Step 1 - Upon date of hire
- Step 2 - Upon Certification by the City as outlined in Article 8.5. (6 mos.)
- Step 3 - Upon completion of both certification and twelve (12) months of creditable service following date of hire.
- Step 4 - Upon completion of twelve (12) months of creditable service following Step 3.

**EXHIBIT A - 2 OF 2**

**PUBLIC SAFETY TELECOMMUNICATOR - HIRED AFTER 1/1/99**

<b><u>Step</u></b>	<b><u>1998</u></b>	<b><u>1999</u></b>	<b><u>2000</u></b>	<b><u>2001</u></b>
6	33,000	34,320	35,693	37,121
5	31,000	32,100	33,245	34,435
4	29,000	29,880	30,796	31,748
3	27,000	27,660	28,347	29,061
2	25,000	25,440	25,898	26,374
1	23,000	23,220	23,449	23,687
% Incr:	4.76	4.00	4.00	4.00