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**AGREEMENT BETWEEN**

**BOROUGH OF LONGPORT**

- AND -

**UNITED WORKERS UNION**

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JANUARY 1, 2008 - DECEMBER 31, 2012

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## PREAMBLE

- A. This Agreement is made between the Borough of Longport (hereinafter referred to as Employer) and the **United Workers Union** (hereinafter referred to as Union).
- B. This Agreement has as its purpose the following objectives:
  - 1. To achieve and thereafter maintain a harmonious relationship characterized by mutual respect and cooperation.
  - 2. The establishment of an equitable, peaceful and fair procedure for the resolution of differences.
  - 3. The establishment of negotiated rates of pay, hours of work and terms and conditions of employment.
- C. The Employer and Union enter into this Agreement with the expectation that its implementation will enhance the ability of both to serve the interests of its constituents.
- D. The parties recognize and endorse the responsibility of the Employer to provide the highest quality service to its residents. The parties further subscribe to the traditional principles of professional ethics.
- E. The Employer and the Union have entered into collective negotiations and mutually agree to as follows:

# ARTICLE I

## RECOGNITION AND DEFINITION OF TERMS

A. the Employer recognizes the Union as the sole and exclusive agent and representative for each and all of the Employees in the following title:

1. Communications Operator
2. Supervisor of Communications Operators
3. Special Law Enforcement Officer, class I & II.

*PUBLIC SAFETY TELECOMMUNICATIONS (PST)*  
*UAW*  
*JAS*  
*AS*

B. The Employer and its agents further agree not to bargain with, or enter into Agreements of any kind with individual Employees, groups of Employees or any other bargaining unit regarding Employees covered by this Agreement as indicated in section A (1) above.

C. All other Employee classifications are excluded from this Agreement.

D. The Employer and the Union recognize the rights and obligations of the parties to negotiate rates of pay, hours of work and all other terms and conditions of employment and to administer this Agreement on behalf of covered Employees, and that such administration shall be free from discrimination and apply equally to all Employees in the bargaining unit and without regard to membership or choice of non-membership in the Union.

E. DEFINITION OF TERMS:

1. Unless otherwise indicated to the contrary, the following terms, when used herein, shall be defined as follows:
  - a. **Employees** - refers to workers in a job title included the bargaining unit as described in Article I, section A (1) above.
  - b. **Union** - refers to the United Workers Union.
  - c. **Employer** - refers to the Borough of Longport, New Jersey.
  - d. **Management** - refers to Municipal Officials or Employees with supervisory authority of Employees in this bargaining unit.
  - e. **Authorized Representative** - refers to Union and Employer Employees who are officially authorized by virtue of position and/or delegated authority - to insure the correct and proper implementation of the terms contained herein.
  - f. **Seniority** - refers to the length of full time continuous employment in a

specific classification with the Employer.

- g. **Compensatory Overtime Time** – is leave time accrued on the basis of one and one-half (1 ½) times the hours worked. It is expressed in straight time hours of leave available. For example, an Employee working four hours overtime and electing compensatory time off in lieu of payment would add 6 hours to their available compensatory accrual. Said leave time may be used in fifteen (15) minute increments. Maximum accrual is one hundred twenty (120) hours.
- h. **Compensatory Straight Time** – is leave time accrued on the basis of one-hour compensatory time for 1 hour worked.
- i. Employees will progress on the wage table negotiated and horizontally appearing in Article XXI – Salary and Wages, each January 1<sup>st</sup>. Employees will descend the table vertically on their anniversary date in accordance in with wage table.

## ARTICLE II

### TERM OF AGREEMENT

- A. This Agreement shall be effective as of January 01, 2008 and remain in full force and effect through December 31, 2012.
- B. All terms and conditions of this Agreement shall remain “status quo” until the signing of a successor Agreement.
- C. In the event that notice is given, negotiations shall commence no later than ninety (90) days prior to the Agreement’s expiration date. The terms and conditions of this Agreement shall remain in full force and effect during the period of negotiation and thereafter until such time as a new Agreement is executed and becomes effective.

## ARTICLE III

### DUES AND REPRESENTATION FEE

- A. The Employer agrees to deduct Union dues from the salaries of bargaining unit Employees subject to this Agreement. The amounts to be deducted shall be certified to the Employer by the Union on an annual basis.
- B. Membership dues deduction shall be made for each Employee who request, in writing, that such deduction be made. Members shall be eligible to withdraw such authority during January and July of each year as prescribed by law.
- C. The Employer shall deduct from the pay of each Employee subject to this Agreement - who does not submit a written authorization for membership dues deduction, a representation fee in lieu of dues equivalent to eighty-five (85%) percent of the regular monthly membership dues, in accordance with P.L. 1979, Chapter 477 (as it relates to the Agency Shop provisions) for covered periods of employment.
- D. All deductions under this Article shall commence sixty (60) days after the Employee's date of hire.
- E. All deductions under this Article shall be made, together with a list of names for which deductions were made, after each payroll, to the Union office c/o Secretary/Treasurer, United Workers Union, PO Box 968, Hammonton, New Jersey 08037.
- F. **United Workers Union Political Action Fund**: Upon receipt of written authorization for deduction from wages, the Employer agrees to deduct the amount specified each month for the United Workers Union Political Action Fund. No deduction shall be made if law prohibits it.
- G. The Union shall indemnify and hold the Employer harmless against any liability that may arise from implementation of this Article.



## **ARTICLE IV**

### **NO DISCRIMINATION**

- A. The Employer and the Union agree that each provision of this Agreement shall apply equally to all covered Employees and that there shall be no intimidation of, interference with, or discrimination against an Employee because of: age, sex, race, creed, skin color, national origin, nationality, ancestry, marital status, disability, blood trait, United States or State Armed Services activity, Union activity or non-Union membership or any other protected class under law.

## ARTICLE V

### UNION RIGHTS

- A. Agents of the Union who are or are not Employees of the Employer shall be permitted to visit job sites and work locations for the purposes of Union business, so long as such visitations do not substantially interfere with the general business operation of the Employer. Such approval shall not be unreasonably denied.
- B. The Employer will furnish copies of pertinent Employer records to The Local Union President or National Representatives required to resolve a dispute under the terms of this Agreement, upon prior written notice. As appropriate, the Employer may require a signed authorization form from the Employee involved in order to insure that his/her privacy is protected.
- C. The Employer shall provide the Union with a bulletin board.
- D. The Union has the right to designate Borough Employees as official Union representatives and specify their respective responsibilities. These Union representatives may conduct Union business without loss of pay or benefits so long as said activity does not substantially interfere with day-to-day operations.
- E. The Employer shall permit Employee Union representatives reasonable release time, with pay, to attend Union authorized and Employer approved, educational opportunities. Said release time shall be requested, in writing, from the Union office no less than seven (7) days prior to the date requested.
- F. The Employer will allow the Union reasonable use of meeting facilities, subject to availability.

## ARTICLE VI

### MANAGEMENT RIGHTS

- A. The Employer retains and reserves all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey and of the United States, including, without limiting the generality of the foregoing, the following specific rights:
1. To the executive management and administrative control of all Borough functions, properties and facilities, and the activities of Borough Employees;
  2. To take personnel action subject to the provisions of N.J.S.A. 11A:1-1, et seq.;
  3. To maintain the efficiency of operations;
  4. To take all necessary actions to carry out its mission in emergencies;
  5. To exercise control and discretion over its organization and technology in performing its work;
  6. To schedule Employee work hours, pursuant to the terms of this Agreement;
- B. The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion with the implementation thereof, shall be limited only by the specific and express written terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of New Jersey and of the United States.
- C. It is understood and agreed that the Employer, at its sole discretion, possesses the right in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property of the Employer, except as modified by this Agreement.

## ARTICLE VII

### RULES AND REGULATIONS

- A. The Employer and the Union recognize the obligations of each party regarding the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 to N.J.S.A. 34:13A-29 as amended.
- B. Any and all current Policies, Procedures or Regulations applicable to bargaining unit Employees shall be provided to the Union office. Any and all additional, new or revised Policies, Procedures or Regulations shall be provided to the Union office.

## **ARTICLE VIII**

### **SENIORITY**

- A. Seniority refers to the length of full time continuous employment in a specific classification, with the Employer.
- B. In all cases of demotions, recall, vacation leave, choice of shift and days off, seniority will be one of the factors considered by the Employer provided that the Employee has the ability to perform the work involved.
- C. The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five (5) consecutive working days, failure to report to work after leave or acceptance of other employment while on leave.
- D. A seniority list shall be posted, any change thereto shall be provided to the Union office.

## **ARTICLE IX**

### **HOURS OF WORK**

- A. The work week shall consist of five (5) consecutive eight (8) hour workdays, Sunday through Saturday.
- B. There shall be a mid-shift meal break of a one-half (1/2) hour duration.
- C. There shall be two (2) fifteen (15) minute breaks, one occurring at least one (1) hour before the mid-shift meal break and one (1) occurring at least one (1) hour after the mid-shift meal break.
- D. The Employer may, with the consent of the Union, establish alternative work schedules.

## ARTICLE X

### BARGAINING UNIT SECURITY

- A. The Employer and the Union recognize the concept of bargaining unit security regarding duties performed by bargaining unit personnel
- B. Employees of the Employer who are not covered by the terms of the Agreement shall not perform the duties of these bargaining unit personnel, except in cases where unforeseen circumstances arise, or for the purpose of instruction or to facilitate a short break.
- C. Notwithstanding B above, if the Employer finds it necessary or advisable to assign Police Officers or other Public Safety personnel to perform the duties of a Communications Operator as part of an emergency response or as a part of the Employer's early return to work program these assignments will be made. However, these assignments shall not result in the involuntary reduction of any regular full time Employees' workweek.

## **ARTICLE XI**

### **HOLIDAYS**

A. The following shall be recognized as paid Holidays:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. President's Day
4. Good Friday
5. Easter
6. Memorial Day
7. 4<sup>th</sup> of July
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Day

B. In addition to the recognized holidays, the Employees covered under this Agreement shall be entitled to additional paid holidays as may be declared by the Borough's governing body. However should the Borough decide not to open for normal business and require other Employees to use their leave this shall not be considered an additional paid holiday for purposes of this Article.



## ARTICLE XII

### VACATION LEAVE

- A. Annual vacations shall be provided to those full-time members of the bargaining unit who were employed before January 1, 1994 in accordance with the Borough Personnel Policies and Procedures Manual and Employee Handbook. Employees employed thereafter will be provided annual vacations in accordance with the following schedule:

In the first calendar year of employment, vacation will be earned at .42 days per month of completed employment. Earned and unused vacation maybe scheduled during the succeeding year of employment.

During the first (1st) calendar year of Continuous service	- 5 working days
During the second year of continuous service	- 10 working days
During the fifth year of continuous service	- 15 working days
During the tenth year of continuous service	- 20 working days

- B. Vacation entitlement shall be prorated for any service less than a full year.
- C. Vacation allowance must be taken during the current calendar year at the time permitted unless, due to the request of the Employee or the Employer, and with the approval of the Employer it is deferred to the following year.
- D. Scheduling of all vacations shall be at the discretion of the Employer. Employee preference and/or seniority rights will be honored to the extent that they do not interfere with the administration and/or operation of the Employer. Scheduling of Vacation Leave shall be granted based upon Seniority until April 01 of each year. Requests for Vacation Leave subsequent to April 01 shall be granted based upon first come, first served.
- E. Pay for vacation period consists of regular base pay only, excluding overtime, premium pay or pay of any other type.
- F. The Employer may, in its sole discretion, allow an Employee to take vacation time prior to its being earned. In such event, it may be withheld from the Employee's final paycheck(s), should the Employee not earn the time.
- G. Any vacation not taken by the end of the year shall be forfeited, unless the Employer requested the delay. In that event, the time may be taken later, pursuant to paragraph "C."
- H. Vacation Leave indicated in section A. above shall be based upon the number of work hours in a standard workday.
- I. Vacation Leave request must be submitted, in writing. Requests for single days off must

be submitted at least forty-eight (48) hours in advance. Requests for two (2) days off or more must be submitted at least two (2) weeks in advance.

- J. Vacation Leave will be granted to Employees subject to the Employer's responsibility to maintain adequate staffing levels and efficiency of operations. Leave requests shall not be unreasonably denied.
- K. In cases of more than one request for same leave time, the Employee with the longest seniority shall receive preference.
- L. If a Holiday falls during a period of Vacation Leave, such Holiday shall not be charged to Vacation Leave.
- M. Upon separation of service, an Employee will be paid for earned and accumulated Vacation Leave.
- N. Upon separation of service, if an Employee has utilized Vacation Leave not yet earned, that Employee shall be responsible to reimburse the Employer for advanced leave taken.
- O. Employees who die while employed with the Borough shall have the balance of their earned Vacation Leave paid to their beneficiary.

**ARTICLE XIII**  
**PERSONAL & SICK LEAVE**

**Personal Leave**

- A. Employees are entitled to 3 personal days per year, which may be taken in half-day increments, and any unused days are forfeited at the end of each calendar year. If service is interrupted by a cessation of employment personal days will be prorated.

**Sick Leave**

- A. Employees covered by this Agreement shall be entitled to the following Sick Leave accrual:
1. in the first (1st) calendar year of employment, one per month.
  2. Thereafter, twelve (12) days per year, allocated on January 01 of each year.
  3. Sick Leave may be accrued from year to year without limitation.
- B. Sick Leave shall be defined as an Employee's absence from duty because of personal illness, injury or other medical necessity or of necessary attendance to the illness, injury or other medical necessity of an immediate family member. Immediate family, for the purposes of this paragraph is defined as mother, father, spouse or child. Immediate family, for the purpose of this paragraph, is defined a mother, father, child, spouse, step child, step mother or step father or other living in the same domicile or a separate domicile of which the Employee provides the principal support.
- C. If an Employee establishes a pattern of unexcused absence, which gives reason to suspect abuse of sick leave, the Employer may require explanation such as a doctor's certificate. The doctor's certificate shall designate the length and cause of absence.
- D. Employees may provide medical or other certification for absences whether or not required by the Employer. Such certifications shall be placed in the Employee's Personnel File and must be considered prior to any disciplinary action being taken.
- E. An Employee who cannot report to work for any reason indicated in section B. above shall notify his/her immediate supervisor by telephone or personal message as current practice (4 hrs.) prior to the beginning of the Employee's workday.
- F. Unused accumulated sick accumulates indefinitely and upon retirement Employees will be paid one-half their total accumulated unused sick time or six months salary, whichever is less at the then current daily value. This will be paid as cash It is agreed that compensation granted under this Paragraph will include only base pay and longevity, and

not stipends or extra pay of any kind.

- G. If an Employee dies while employed by the Employer, the Employee's beneficiary shall be entitled to payment of the amounts indicated in section F. above.
- H. Employees who have accumulated unused sick leave greater than he/she anticipates needing for the balance of their career may offer to exchange up to 10 days sick leave for cash out each year. Such offers are subject to the following conditions:

- the Employee must leave at least 30 days sick leave in his/her accrual bank following the deduction of the days offered for cash out;
- the Employee must provide a minimum of 90 days notice of his/her offer to cash out;
- the Employer in its sole discretion may accept or defer or refuse the request to cash out.

As an Employee approaches the balance cap as specified in paragraph F of this section, the Employer may opt to pay unused sick time from the preceding year in the subsequent year.

## ARTICLE XIV

### LEAVES OF ABSENCE

A. **Service Credit:**

1. Service credit shall continue to accrue during periods of paid leave of absence under this Agreement but shall not accrue during any unpaid leave except as required by law. However, Employees shall be entitled, upon return from unpaid leave, to all service credits earned prior to commencement of leave.

B. **Unpaid Leave:**

1. A permanent Employee who is temporarily (mentally or physically) incapacitated and unable to perform his/her duties or who desires to engage in a course of study such as will increase his/her usefulness on return to service in the opinion of the Chief of Police and with the approval of the Commissioner Responsible for Public Safety, or for any reason considered valid by the Commissioner Responsible for Public Safety may be granted a Special Leave of Absence without pay for a period not to exceed ninety (90) days, which may be extended for an additional ninety (90) days with additional Employer approval.
2. Employees desiring such leave without pay shall submit his/her request, in writing, stating the reasons for such leave, the date the leave is to begin and the expected return to duty.

C. **Military Leave:**

1. Military Leave shall be in accordance with the Borough of Longport Personnel and Procedures Manual and Employee Handbook.

D. **Medical and Family Care Leaves:**

1. Employees are eligible for Family and Medical Leave and Family Leave in accordance with applicable federal and state laws and as set forth in more detail in the Borough of Longport Personnel and Procedures Manual and Employee Handbook.

E. **Absence without Leave:**

1. Any unauthorized absence of an Employee from duty shall be an Absence without Leave and is cause for disciplinary action.

F. **Jury Duty/Court Appearances:**

1. All Employees will receive their regular base pay for Jury Duty performed during their regularly scheduled working hours. The Employer encourages Employees to fulfill their civic obligations and responsibilities with respect to Jury Duty. Only in exceptional cases will the Employer request that an Employee be excused.
2. When an Employee is subpoenaed to appear as a witness during work time before a Court, Legislative Committee, or a Judicial or Quasi-Judicial body, he/she shall be granted the necessary time off without loss of regular pay when appearing as a witness for the Employer.
3. Employees must notify their immediate supervisor that they have been summoned for jury duty/court appearance upon notification. Evidence of such notification shall be submitted to the immediate supervisor.
4. An Employee who is notified in advance by the Court that he/she need not be present in Court on any specific working day is required to report to work on that day as usual.

G. **Bereavement Leave:**

1. Bereavement Leave shall be in accordance with the Borough of Longport Personnel and Procedures Manual and Employee Handbook.

## **ARTICLE XV**

### **OVERTIME**

- A. Employees who work more than forty (40) hours per week or eight hours in any day shall be eligible for overtime pay.
- B. Overtime pay shall be at the rate of one and one-half (1-1/2) the regular hourly rate of pay.
- C. Employees who work on Holidays shall receive overtime pay for all hours worked and additionally may elect 8 hours Holiday pay or Float the Holiday to a different scheduled period.
- D. Full-time Employees shall be able to accrue "Compensatory Time" in lieu of Overtime pay, at the Employee's option. At no time shall any Employee have more than one hundred and twenty (120) hours in said Employee's Compensatory Time Off Bank. Use of said Compensatory Time shall be at the mutual convenience of the Employer and the Employee and subject to the advance approval of the Employer.

## **ARTICLE XVI**

### **TRAVEL**

Reimbursement of approved travel expenses will be processed in accordance with the Borough's Personnel Policies and Practices Manual and Employee Handbook and standing expense policies.



## **ARTICLE XVII**

### **CALL-IN**

Any Employee who is called into work, in addition to his/her regularly scheduled shift shall be paid at the rate of one and one-half (1-1/2) their regular rate of pay for all hours worked, with a minimum guarantee of two (2) hours. Call-in pay begins one hour before the requested report time and ends when the work is finished or at the beginning of his/her scheduled work shift.

## ARTICLE XVIII

### PERSONNEL PRACTICES

- A. The Union has reviewed and accepted the Borough's Personnel Policies and Procedures Manual and Employee Handbook. The Union accepts this handbook as the operating document of the Borough.
- B. Each new Employee shall be given an Employee handbook, a copy of this Agreement, appropriate benefit material and afforded the opportunity of an orientation to assist the new Employee with understanding the Employer's operations and employment expectations. Policies and Procedures shall be made available to all Employees and the Union.
- C. The Employer will promote the concept of upward and lateral mobility and in-house promotion. The Employer will post all job vacancies and promotional opportunities on Union bulletin boards. Such posting shall be made in advance of the application closing date and remain until such vacancy is filled. Qualified applicants who are members of the United Workers Union shall be given consideration for available vacancies.
- D. An Employee and the Union office shall receive a copy of any item placed in an Employee's personnel file at the time of placement..
- E. No document of questionable origin shall be used to initiate disciplinary action against an Employee.

## **ARTICLE XIX**

### **DISCIPLINE**

- A. The Employer and Union agree that disciplinary action shall be corrective in aim and appropriately progressive in nature. No discipline shall be imposed except for “just cause”.
- B. The Disciplinary Action Procedure described in the Borough Personnel Policies and Procedures Manual and Employee Handbook will be the appropriate procedure followed in the administration of Discipline.
- C. The Employer agrees not to discipline Employees in such a manner as to unduly embarrass the Employee in the presence of other Employees or the public. Immediate action will be taken in those instances when the infraction requires immediate action.
- D. The Union office shall be notified of any demotion, suspension or discharge initiation.
- E. Except in those cases which severity reasonably require immediate removal of an Employee from the work site, no suspension or discharge shall be imposed within fifteen (15) working days of the Employee being informed, in writing, of the intended disciplinary action/discharge.

## ARTICLE XX

### GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to workplace issues. The Employer and the Union shall freely communicate in an effort to resolve all issues at the earliest possible level of this procedure.
- B. Both parties shall disclose to the other, upon request, all information relevant to the examination of issues in a grievance.
- C. Grievance shall be defined as: a breach, misinterpretation, improper application or non-application of the terms and conditions set forth within the language and meaning of this Agreement or breach, misinterpretation, improper application or non-application of any policy, procedure, or rules and regulations as practiced by the Employer.
- D. **Steps of the Grievance Procedure:**
1. **Step One:** The grievant Employee, through the Shop Steward, or the Union may take up the issue, in writing, with the Employee's Supervisor within ten (10) working days of the date the Employee or Union knew, or should have reasonably known of its occurrence. The Supervisor shall have ten (10) working days to respond, in writing, to the matter.
  2. **Step Two:** If the grievance is not satisfactorily resolved at Step One, the grievant shall, through the Shop Steward, or the Union, shall present the grievance, in writing within ten (10) working days to the Chief of Police. The Chief of Police shall have ten (10) working days to respond to the matter.
  3. **Step Three:** If the grievance is not resolved at Step Two, the Union may submit the matter, within twenty (20) working days to the Commissioner Responsible or his/her designee. The Commissioner Responsible or designee shall have twenty (20) working days to: respond to the grievance or schedule a hearing. The hearing, if applicable, must be scheduled within ten (10) calendar days. The Commissioner shall issue a written decision in the matter indicating the decision, the facts of the case and the reasoning that supports the decision. The decision of the Hearing Officer shall issue within ten (10) calendar days of the close of the hearing.
  4. If the grievance is not resolved at Step Three of the grievance procedure the grievance may be appealed to arbitration.
    - (a) Nothing in this Agreement shall be intended to compel the Union to submit a grievance to arbitration. The Union's decision to submit the grievance to arbitration shall be based on the considered merit and

viability of the grievance, and shall be final as to the interests of the grievant and Union.

- (b) The Arbitrator shall be selected by a panel of arbitrators provided by the Public Employment Relations Commission, in accordance with the Commission's rules.
- (c) The Employer and the Union shall meet in an attempt to stipulate facts and issue(s) for the Arbitrator's consideration.
- (d) The decision and award of the arbitrator shall be final and binding upon the Employer, the Union and the grievant or grievants to the extent permitted by law and this Agreement.
- (e) The arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement except that he/she may not make an award that exceeds the Employer's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.
- (f) The arbitrator shall not have the power or authority to add to, subtract from or modify the provisions of this Agreement and shall confine his/her decision solely to the interpretation and application of this Agreement. He/she shall confine himself/herself to the precise issue submitted for Arbitration and shall have no authority to determine any other issues not submitted. The arbitrator shall not submit observations or declarations of opinions that are not essential in reaching the determination.
- (g) The costs of the arbitrator shall be borne equally by both parties. The party incurring the cost shall pay any other expenses incurred in connection with the arbitration.
- (h) The arbitrator shall be requested to, upon being selected, commence a hearing at a time and place convenient to the parties as soon as possible. The arbitrator shall issue his/her written decision within thirty (30) calendar days of the close of the hearing.
- (i) The cost of a transcript of the arbitration proceeding, if any, shall be borne by the party requesting such transcript. If both parties desire a transcript, the cost shall be shared equally.

## ARTICLE XXI

### SALARY AND WAGES

The following changes to the salary and wages schedule are agreed and reflected in the table in paragraph A below.

- Wage step 3 previously covering 3<sup>rd</sup> and 4<sup>th</sup> year Employees will be separated into wage step 3 and 4.
  - Wage step 5-7 previously covering 5<sup>th</sup>, 6<sup>th</sup>, and 7<sup>th</sup> year Employees will be re-designated wage step 5-6 and cover Employees with that level of experience.
  - Wage step 8 plus previously covering 8<sup>th</sup> year and above Employees will be re-designated wage step 7 plus and cover Employees with that level of experience.
  - Wage steps 4, 5-6 and 7 will receive an annual equity adjustment of \$550.00 for each year of the contract.
  - A shift differential of \$0.25 per hour is established for the 11:30 PM to 7:30 AM shift.
  - The Supervisor of the Communications Operators will receive a responsibility differential of 7% above the step 7 wage.
  - Employees receiving the grandfathered longevity payments will have that longevity factor included in the computation of their overtime rate.
  - In consideration of the mutual advantages of a contract of five years duration, the Borough agrees to provide inflation protection in year four and five through indexation.
  - Each step of the wage table will be advanced in the year indicated as follows:
  -
- | 2008- 3.3%; 2009- 3.0%; 2010- 3.0%; 2011- 3.1%; 2012- 3.2%.

#### A. Wage and Salary Schedule:

Step	2008	2009	2010	2011*	2012*
1st yr	\$ 29,740.89	\$ 30,633.11	\$ 31,552.11	\$ 32,530.22	\$ 33,571.19
2nd yr	\$ 34,818.30	\$ 35,862.85	\$ 36,938.73	\$ 38,083.83	\$ 39,302.52
3rd yr	\$ 40,526.06	\$ 41,741.84	\$ 42,994.09	\$ 44,326.91	\$ 45,745.37
4th yr	\$ 41,094.21	\$ 42,893.53	\$ 44,746.84	\$ 46,701.04	\$ 48,763.07
5 <sup>th</sup> & 6th yr	\$ 42,310.00	\$ 44,746.84	\$ 46,655.74	\$ 48,669.12	\$ 50,794.13
7th yr & plus	\$ 43,562.25	\$ 45,435.62	\$ 47,365.19	\$ 49,400.56	\$ 51,548.98
Supv.	\$ 46,611.61	\$ 48,616.11	\$ 50,680.75	\$ 52,858.60	\$ 55,157.40

\*In 2011 and 2012, the Borough agrees to pay at each wage step the higher of the negotiated percentage increase including the equity adjustment or one percent higher than the percentage increase in the regional cost of living (CPI) for the twelve month period ending prior to September 30th of the preceding year as published by US Bureau of Labor Statistics for the Mid-Atlantic Region.

- B. The Employer in its sole discretion may place new full time Employees on the wage step ladder in accordance with the Employers' assessment of the individuals experience and the Employers' managerial judgment and with seniority credit as agreed between the Union and the Employer.
- C. Part time Employees will be paid at a rate ranging from \$11.30 an hour through an amount set by Ordinance. The Employer through the normal interview process and using managerial judgment will place the Employee in the range.
- D. Longevity will apply as described in the Borough's Personnel Policy and Practices Manual and Employee Handbook.

## ARTICLE XXII

### WORKERS' COMPENSATION

- A. If an Employee covered under this Agreement is injured while on duty for the Employer, that Employee shall be entitled to benefits under the New Jersey Workers' Compensation Act (N.J.S.A. 34:15-1 et seq.).
- B. Should an Employee covered under this Agreement experience a work related illness or injury, the Employer shall pay the difference between the amount received under Worker's Compensation and the Employee's regular straight time pay adjusted for the relief from Social Security tax on the Worker's Compensation payment.
- C. For the purpose of this Article, injury or illness incurred while in attendance of Employer required training programs shall be considered a work related disability.
- D. Any disability under this Article resulting in the loss of work time shall not be considered against any Employee's leave time.
- E. Employees shall be entitled to receive medical treatment for work related disability during working hours without loss of pay or leave time if such treatment is not available at other times. The Employer and the Employee will cooperate to adjust work schedules independent of seniority in order that said medical treatment schedules may be accommodated.



## **ARTICLE XXIII**

### **HEALTH BENEFITS**

Employees shall be provided with health benefits that are described in the Borough Personnel Policies and Procedures Manual and Employee Handbook, Section Four, Health Insurance Policy and Employee Health Insurance Opt out Policy.

The Employer will negotiate any substantial changes in Health Benefit coverage with the Union Representative.

The Employer agrees to provide medical insurance coverage that is the same as or substantially equivalent to the State Health Benefits program.

## ARTICLE XXIV

### LAYOFF PROCEDURE

- A. The Borough may institute layoff actions, for economy and efficiency but will first consider voluntary alternatives. The Borough's Work Force Reduction Policy is described in the Borough Personnel Policies and Procedures Manual and Employee Handbook. The Borough's work force reduction policy provides for considerations of seniority, full time status, job performance and efficiency of government in determining the method of selecting Employees for layoff or job elimination.
1. In the event of a reduction in force, layoffs shall be made in reverse seniority order, i.e. the last hired shall be the first to be laid off. Seniority is determined by continuous full time service.

## **ARTICLE XXV**

### **UNIFORMS**

- A. Employer shall provide a personal uniform issue to each newly hired full time member of the bargaining unit a new uniform consisting of: five (5) long sleeved shirts; five (5) short sleeved shirts; five (5) pants and one (1) belt during their first year of employment
- B. The Employer will provide a clothing refurbishment allowance to all active full time Communications Officers in their second or greater year of service in the amount of \$150.00 allowance for each year of this contract. This allowance will be made available as of April 1<sup>st</sup> and to the extent unused will expire on December 31st of each year.
- C. The Union representative may recommend desired items and styles for the Chief's consideration. Should the Chief elect to change the duty uniform, all members will receive one each of the items changed at the Borough's expense.
- D. The Employer shall provide to each part time member of the bargaining unit who is expected to work 120 hours in the twelve months going forward a personal uniform issue of: two (2) pants with (1) 1 belt and two (2) shirts, one long and one short sleeved.
- E. Uniforms exhibiting wear may be turned in for replacement consideration.

## **ARTICLE XXVI**

### **POSITION CLASSIFICATION**

- A. An Employee may not be required to perform the duties of a higher paid title if the Employee does not have the requisite skills/abilities.
- B. Effective October 5, 2004, Employees appointed by the Supervisor of Communications Operators, with the approval of the Chief of Police, to act on behalf of the Supervisor for a full eight hour shift or longer will receive a 10% differential above their normal shift rate for that shift.

## **ARTICLE XXVII**

### **EDUCATION BENEFITS**

- A. When an Employee enrolls in a work related program or college course, requested to be taken by the Employer, and completes the course with a grade of C or higher, the Employer shall reimburse the Employee for costs of tuition and books associated with the program of study.
- B. Full time Employees who have completed an accredited program of study at a college or university shall receive an annual stipend (not included in the base salary) which will be paid before the last pay of November in accordance with the following:
- |    |   |        |
|----|---|--------|
| 1. | Associate Degree                              | \$300. |
| 2. | Emergency Medical Technician                  | \$150. |
| 3. | Bachelor's Degree                             | \$450. |
| 4. | Appointed TAC Officer & Alternate TAC Officer | \$300  |
- C. Employees are eligible for the Educational Assistance and Training Policy described in the Borough Personnel Policies and Procedures Manual and Employee Handbook, to developmental courses.

## **ARTICLE XXVIII**

### **HEALTH AND SAFETY**

- A. The Employer agrees to provide a healthy and safe working environment.
- B. The Employer agrees to make available disclosure information on hazardous materials in the workplace in accordance with Right-to-Know Law.

## **ARTICLE XXIX**

### **GENERAL PROVISIONS**

- A. If any provision(s) of this Agreement should be held unlawful or unenforceable by any court or administrative agency of competent jurisdiction, such decision shall apply to the specific portion affected by such decision. The parties shall then commence to negotiate alternative provision(s) consistent with N.J.S.A. 34:13A-3 et seq.

## ARTICLE XXX

### NO STRIKE PROVISION

- A. The Union covenants and agrees that during the term of this Agreement and during negotiations of a Successor Agreement, neither the Union nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike, work stoppage, slowdown, walk-out or other job action against the Employer or any of its Employees. The Union agrees that such action would constitute a material breach of this Agreement.
- B. The Union agrees that it will take all reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned, including, within twenty-four (24) hours of the action, publicly disavowing the action, and advising the Employer, in writing, that the Union did not call for or sanction the action. The Union shall also notify the Employees of its disapproval of the action and advise them, in writing, to immediately cease and return to work immediately.
- C. In the event of a strike, slowdown, walkout or any other job action, it is covenanted and agreed that participation in such activity by any Union member may be deemed grounds for disciplinary action, including termination of employment of such Employee or Employees.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages, or both, in the event of such breach by the Union or any of its members.




**ENDORSEMENTS**

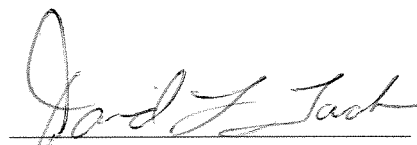
IN WITNESS THEREOF, the parties have affixed their hands and seals and agree to be bound and abide by all terms and conditions as set forth herein.

**FOR THE BOROUGH OF LONGPORT:**

**FOR THE UNITED WORKERS UNION:**

 12 05 07  
1 1  
**JOHN A. STROEBELE,**  
Commissioner, Director of Public Safety

 12 15 07  
**RICHARD L. SPIVEY, JR.**

 12 15 07  
**DAVID L. TUCKER,**  
National President