

**AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF GALLOWAY**

**AND**

**TEAMSTERS LOCAL UNION 331**

*Affiliated with the International Brotherhood of Teamsters*

**POLICE COMMUNICATIONS UNIT  
COMMUNICATIONS DIRECTOR, COMMUNICATIONS  
ASSISTANT DIRECTOR, COMMUNICATIONS  
SUPERVISOR & SHIFT SUPERVISORS**

January 1, 2023– December 31, 2025

## ARTICLE 1

### **PREAMBLE**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the TOWNSHIP OF GALLOWAY, in the County of Atlantic, a municipal corporation of the State of New Jersey, hereinafter called the "Township", or its successors, and the **TEAMSTERS LOCAL UNION 331**, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Township and the Union.

## ARTICLE 2

### **RECOGNITION**

- A. The Township recognizes the Union as the sole and exclusive collective bargaining agent and representative for all full-time and part-time non-confidential employees of the Township employed in job classifications as follows:

UNIT: All full-time and part-time employees in the following classifications: Communications Directors, Communications Assistant Director, Communications Supervisor and Shift Supervisors.

EXCLUDING: any employees currently represented by any other Collective Bargaining Agreement, confidential employees, and managerial executives within the meaning of the Act.

- B. Probationary, Temporary, and Seasonal employees are not covered by this Agreement.
- C. The term "temporary" shall be defined as all employees who are hired for a finite period of time or to perform a specific task with no expectation of further employment beyond that time or task.
- D. The term "confidential" shall be defined as employees whose functional responsibilities or knowledge in connection with the issues involved in the collective negotiations process would make their membership in any negotiating unit incompatible with their official duties.
- E. The title "employee" shall be defined to include the plural as well as the singular and to include males and females.

### ARTICLE 3

#### MANAGEMENT RIGHTS

- A. It is recognized that the management of the Township, the control of its properties and the maintenance of order and efficiency is a right and responsibility of the Township of Galloway.

Accordingly, the Township 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 municipal government and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;
2. The determination of the standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees;
3. The reprimand, suspension, demotion or discharge of employees or other disciplinary action;
4. The transfer, assignment, reassignment, layoff and/or recall of employees to work;
5. The determination of the number of employees and of the duties to be performed and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;
6. The maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service;
7. The determination of staffing patterns and areas worked, the control and regulation of the use of facilities, supplies, equipment, materials and other property to the employer;
8. The determination of the number, location and operation of divisions, department, units and all other work groups of the employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;
9. The determination of the amount of overtime to be worked/comp time to be given;

10. The determination of the methods, means and personnel by which its operations are to be conducted;
  11. The determination of the content of work assignments;
  12. The exercise of complete control and discretion over its organization and the technology of the performance of its work; and
  13. The making, maintenance and amendments of such operating rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective and efficient operation of the work of the Township.
- B. The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the municipality, 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 municipality, at its sound 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 municipality, except as modified by this Agreement. Nothing contained herein shall be construed to deny or restrict the Township in the exercise of its rights, responsibilities and authority under N.J.S.A. et seq. or any other national, state, county or local laws.

## ARTICLE 4

### UNION RIGHTS

- A. The Union shall have the sole use of designated Union bulletin boards, located in the Police Department for the sole purpose of posting notices relating to meetings and official business of the Union only. The Township may have removed from the bulletin boards any material which does not conform with the intent of the above provisions of this Article.
- B. Teamsters Local 331 shall appoint an employee(s) of the Township of Galloway Police Dispatch and member of the local union as a representative for the duration of this agreement and in his/her absence, another local union Township of Galloway Police Dispatch employee as the alternate representative, and they shall be granted all the rights and privileges of that position.
- C. The Shop Steward or his/her alternate whose presence is required in a grievance procedure, shall be released from work without loss of pay for such purpose. Individuals employed by the Township reasonably required as a witness in arbitration proceedings under this Agreement shall be made available during working hours without loss of any pay. The Township will

allow a maximum of one employees to serve on future negotiations with the Township of Galloway without loss of pay or seniority. If meetings go beyond normal hours of work, there will be no type of compensation.

- D. Upon prior notice to and authorization of the Township Administrator, permitted as members of the contract Negotiating Committee, and shall attend contract negotiations without loss of pay.
- E. The Township shall provide the Union with a current list of all bargaining unit members, showing each employee's salary and level. The Township shall provide written notification of new hires, and dismissals within ten (10) days of all such actions. Written notice to the Union office shall constitute such notification and is the preferred method of notice.
- F. The union shall be notified whenever a member is out of work for thirty (30) days or more regardless of whether they are out on paid or unpaid leave.
- G. Any time off by employees of the Township to attend to union business that does not affect the working environment of the members employed by the Township of Galloway will be without pay and without loss of seniority and will be based on staffing needs of the Township. Union Employees and Union Representation will utilize their own time for Union meetings, seminars, conventions, etc.

## ARTICLE 5

### RULES AND REGULATIONS

- A. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the Union before they are established.
- B. All present written rules and regulations shall be provided to the Union.
- C. All additional written rules and regulations shall be provided to the Union immediately upon promulgation.
- D. The Township agrees that no additional duties or responsibilities will be added to any classification covered by this agreement without prior agreement of the union.

## ARTICLE 6

### EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of employees in the Unit. Any

amendments or supplements agreed to by the parties, during the term of this agreement, will be considered part of this agreement.

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, without prejudice, which is (or may be) subject to collective bargaining.

#### ARTICLE 7

##### **SEVERABILITY & SAVINGS CLAUSE**

- A. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this agreement.
- B. It is understood and agreed that all agreements herein are subject to all applicable laws now and hereafter in effect, and to the lawful regulations, rulings and orders regulatory commissions and agencies having jurisdiction.
- C. If any provision of this agreement is in contravention of the laws and regulations of the United States or the State of New Jersey, such provisions shall be superseded by the appropriate provisions of such law or regulation, so long as the same is in force and effect.
  - i. All other provisions of this agreement shall continue in full force and effect
  - ii. Any provision deemed to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice, by either party to the other, to negotiate concerning the modification or revision of such provision(s)

#### ARTICLE 8

##### **PROBATIONARY PERIOD**

- A. The probationary period is to begin at the start of the promotion, not to exceed 6 months.
- B. The Township, at its sole discretion, may waive all or any part of the probationary period when the Township deems such waiver to be reasonable and in the best interest of the Township.

#### ARTICLE 9

##### **ACCESS TO PREMISES**

The Township agrees to permit representatives of the Union to enter the premises of the Township for individual discussion of working conditions with bargaining unit employees, adjustment of grievances and future contract negotiations, so long as prior notice is given to and prior approval is obtained from the Township Manager. Said access shall not be

unreasonably denied. The Union's access under this provision shall be done in such a manner so as to limit disruption to the workday, to the extent possible. Access should be made in accordance with the provisions of the Workplace Democracy Act.

## **ARTICLE 10**

### **DUES DEDUCTIONS**

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123 Public Laws of 1974, NJSA (R.S.) 52:14-15.9e, as amended. Said monies, together with records of any corrections, shall be paid and transmitted to the Financial Secretary of the Union on the first of the month.
- B. A check-off shall commence for each employee who signs a properly dated authorization card for full membership supplied by the Union and verified by the Township CFO on the first of the month following the completion of an employee's probationary period.
- C. If during the life of the Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.
- D. The Union will provide the necessary "check-off authorization" form, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Payroll Coordinator.
- E. In accordance with the Workplace Democracy Act, employees who wish to cease payroll deductions for union fees may do so by providing written notice to the Union during the ten days (10) prior to each anniversary date of their employment.
- F. The Union shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards.
- G. Any Union members who would like to withdraw from the Union will need to do so in writing ten (10) days prior to their anniversary date of employment to Teamsters Local 331. Once the written notice of withdrawal is received the Union will put the member on withdrawal and notify the company to stop the deduction of dues. Members can only be withdrawn from the Union when a letter is submitted ten (10) days prior to their anniversary date. The effective date will be that of their anniversary date.

- H. Membership in the Union is separate, apart, and distinct from the assumption by one of the equal obligations to the extent that he/she has received equal benefits. The Union is required under this Agreement to represent all the employees in the bargaining unit, and not only for members in the Union.
- I. If a member is out of work on any type of leave or no longer an employee of the company, said member should notify the Union to be put on a withdraw status. The company should also notify the union of any members who are out of work or no longer employed by the company for the Union to put them on withdraw and not request Union dues.

## ARTICLE 11

### TABLE OF ORGANIZATION

- A. The Township agrees to provide the Union with a full and complete Table of Organization and agrees to provide the Union with an updated Table of Organization within ten (10) days of any change.
- B In accordance with the Workplace Democracy Act, member information shall be provided to the Union every one-hundred and twenty days. Member information will also be provided for new hires.

## ARTICLE 12

### MAINTENANCE OF WORK OPERATIONS

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any other person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, work stoppage, slow-down, walk-out or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this agreement and could result in disciplinary action (including termination) to any/all employees who have engaged in such activity.
- B. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned, or support any such action by any other employee or group of employees by the Township, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work. Nothing herein shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the Union or its members.



D. The Township agrees that it will not engage in the lockout of any of its employees.

### ARTICLE 13

#### **GRIEVANCE PROCEDURE**

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be concerned as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of his/her department.
- C. The term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements and administrative decisions affecting them.
- D. No grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein.
- E. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

Step 1: The aggrieved or the Union shall institute action under the provisions herein within ten (10) workdays after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and the Police Chief or his/her designated representative for the purpose of resolving the matter informally. Failure to act within said ten (10) workdays, from time employee knew of event, after event or agreed upon, shall be deemed to constitute an abandonment of the grievance.

Step 2: If no agreement can be reached orally within ten (10) workdays of the initial discussion with the Police Chief or designee, the employee or the Union may present the grievance in writing within ten (10) days thereafter to the Police Chief or his/her designated representative with a copy to the Township Manager. The written grievance at this Step shall contain the relevant facts, the applicable Section of the contract violated, and the remedy requested by the grievant. The Police Chief or his/her designated representative will schedule a meeting with the employee and a Union representative within ten (10) workdays after receipt of the written grievance. The

Police Chief or his/her designated representative will answer the grievance in writing within ten (10) workdays of said meeting.

Step 3: If the Union wishes to appeal against the decision of the Police Chief or designee, such an appeal shall be presented in writing to the Township Manager within ten (10) workdays thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Manager will schedule a meeting with the employee and a Union representative within ten (10) workdays after receipt of the written submission. The Township Manager shall respond in writing within twenty (20) workdays of said meeting.

Step 4: If the grievance is still unsettled, either party shall have the right within twenty (20) workdays to submit the dispute to arbitration pursuant to the rules of the Public Employment Relations Commission. The costs for the service of the arbitrator shall be borne equally by the Township and the Union. Any other expenses including, but not limited to, the presentation of witnesses shall be paid by the parties incurring the same.

- F. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- G. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
- H. Upon prior notice to and authorization of the Township Manager, no more than two (2) Union representatives shall be permitted as members of the grievance committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township or require the recall of off-duty employees.
- I. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

**ARTICLE 14**

**DISCIPLINE**

- A. No employee shall be disciplined, discharged, reprimanded, reduced in classification or rank without just cause. Any action asserted by an agent of the Township or the Township itself shall be subject to the grievance procedure contained in this Agreement. The question of just cause will specifically be subject to the Grievance Procedure of this Agreement.
- B. The parties recognize the concept of progressive discipline is corrective in nature. Discipline may consist of the following;
1. Counseling
  2. Verbal reprimand (Documented)
  3. Written reprimand
  4. Minor suspension without pay (one to five days)
  5. Major suspension without pay (in excess of five days)
  6. Termination
- C. The Township may utilize a system of progressive discipline and review each infraction on a case by case basis, however, nothing in this article shall preclude the Township from immediately suspending an employee without pay who is unfit for duty, by posing a safety hazard to himself or others, whose immediate suspension is necessary to maintain safety, health, order or effective direction of public services, who is violation of State residency requirements (P.L. 2011, c.70) or who is formally charged with a crime of the first, second or third degree, or a crime of the fourth degree on the job or directly related to the job. The Union recognizes that proper cause to discipline any employee may include, but not limited to the low listed offenses:
1. Neglect of Duty
  2. Incompetence or inefficiency
  3. Incapacity due to mental or physical disability
  4. Insubordination
  5. Intoxication due to Alcohol or drugs while on duty

6. Chronic or excessive absenteeism
  7. Disorderly or immoral conduct
  8. Willful violation of any of the provisions of the statutes, rules of regulations relating to the employment of public employees.
  9. The conviction of any criminal act or offense
  10. Negligence or willful damage to public property or waste of public supplies
  11. Conduct unbecoming an employee in the public service which adversely reflects on the Township.
  12. Misconduct
  13. The use of attempt to use one's authority or official influence to control or modify the political action of any activity during working hours
  14. Violation of Township policies, procedures, an regulations
- D. Employees shall receive an employee interview with their Department Head whenever disciplined. The type and results of the interview, along with any employee response, shall be recorded and placed in the employee's personnel file. Any documented verbal reprimand in the employees personnel file will be removed after 12 consecutive rolling months, with a record of disciplines kept in file.
- E. An employee who has been subject to discipline action up to and including a minor suspension may only appeal such discipline through the grievance process up to Step Three.
- F. Employees shall be entitled to have union representation present at the employee's request at any and every step of the disciplinary procedure. However, the scheduled interview shall not be delayed except by mutual consent.

## ARTICLE 15

### **HOURS OF WORK AND OVERTIME**

- A. All full-time bargaining unit employees shall continue to work the same number of normal workday hours per week as they presently work.

- B. The work week shall consist of seven (7) consecutive days beginning at 0000 on Sunday and ends at 2359 on Saturday. The workday shall be the period of twenty-four (24) hours starting and ending at midnight. (See Attachment)
- C. **Shift Supervisors:** Full-time Employees' regularly scheduled work hours shall consist of twelve (12) hour shifts running from 7:00 am. to 7:00 pm. And 7:00 pm to 7:00 am on a four (4) week rotation. **Director, Assistant Director or Communications Supervisor:** Full-time Employees' regularly scheduled work hours shall consist of eight (8) hour shifts. Management has the discretion of changing shift hours to ten (10) hour shifts for the summer, June until September, or when they deem fit for the department.
- D. For the Director, Assistant Director and Supervisor (but not for those employees working a 12-hour work shift), double time shall be paid for all hours worked on the seventh (7<sup>th</sup>) consecutive day.
- E. All time/work performed outside of the normal work week of 40 hours, per week shall be considered overtime and shall be paid for at the rate of time and one-half the regular hourly rate of pay. Double time shall be paid for all hours worked over 72 hours in a consecutive work week. Time worked shall be considered as any time off duty with pay, except unscheduled sick leave. Overtime shall be compensated in one-quarter (1/4) hour units.
- F. Rotating shift employees on the night shift who lose one hour of work due to the change from standard to daylight savings time shall be given the opportunity to make up that hour.
- G. Upon notice, starting and stopping times, lunch breaks and days of work may be modified by mutual agreement between the employee and the Township. There will be no use of a time clock as long as no additional overtime hours are created.
- H. An employee may request compensatory time off in lieu of overtime pay. The rate of compensatory time will be at the same rate as paid time. An employee shall be able to accumulate a "bank" of a maximum of 100 hours, to be taken as scheduled and mutually agreed to by the employee and his/her immediate supervisor.
- I. There shall be no pyramiding of overtime payments.
- J. No employee shall be required to work more than sixteen (16) continuous hours. Any employee working above sixteen (16) continuous hours shall receive an eight (8) hour rest period without compensation. However, if this rest period includes any time within the employee's regular scheduled workday, he/she shall receive his/her normal compensation for that time.
- K. Overtime opportunities shall be distributed as equitably as possible.

- L. If any employee is recalled to duty, either before the beginning or after the completion of his/her normal shift or called in on his or her day off, he/she shall receive a minimum guarantee of three (3) hours compensation at the overtime rate. The minimum pay provision does not apply to prearranged scheduled overtime. The minimum guarantee shall apply provided said recall is not contiguous with the employee's normal workday. The Township shall have the right to retain the employee on duty for the minimum time period.
- M. All overtime must be approved in advance by the Chief of Police, Township Manager (excluding emergency situations) or Designee.
- N. Employees covered under this Collective Bargaining Agreement are considered essential personnel and must report to work as scheduled during storms and other emergency situations. When the Township has an unscheduled closing of its offices employees covered by this Agreement, who actually work during hours the offices are closed, will receive comp time for the equivalent hours the building is closed at hour for hour. These hours will be placed into a comp time bank to be used at a later time. If the employee has reached their max bank of hours in comp time, then the employees will be paid.

**ARTICLE 16**

**TEMPORARY ASSIGNMENTS**

- A. Any bargaining unit employee temporarily assigned to a classification having a higher wage scale for a period of five consecutive work (5) days or more, shall receive the pay rate of that higher classification retroactive to the first day worked in that higher classification. Paid time off by the employee temporarily assigned to the higher classification shall not be considered a workday for the purpose of this section. (Replacements are for Assistant Director and Director).
- B. Any bargaining unit employee temporarily assigned to a classification not covered by this agreement having a higher wage scale for a period of five consecutive (5) days, shall receive the pay rate of the higher classification, starting on the 6<sup>th</sup> day, retroactive to the first day worked. This would not apply to titles whose job descriptions require them to perform the duties of the higher classification. Paid time off by the employee temporarily assigned to the higher classification shall not be considered a workday for the purpose of this section.

**ARTICLE 17**

**HOLIDAYS**

- A. All full-time probationary and permanent employees shall receive the following holidays:

New Year's Day

Martin Luther King Day

Labor Day

Columbus Day

President's Day  
Good Friday  
Memorial Day  
Juneteenth  
4th of July

Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day

- B. For the purposes of overtime, the holiday will be observed on the actual holiday.
- C. Dispatchers will have the option to take time off for each of the thirteen (13) holidays regardless of the day they fall on. These holidays are based on an eight (8) hour day (104 holiday hours). Payment will be made in the first pay of November for all holiday hours not used during the year. The rate of pay will be straight time. Should an employee leave employment prior to the end of the year, only the unused hours for holidays that have passed will be payable.
- D. When an employee is called upon to work on such designated holiday, which is not one of their regularly scheduled shifts, they shall be paid two times their regular rate of pay for all hours worked on such holiday.

## ARTICLE 18

### JOB POSTING

- A. If the Township determines the need to fill a vacancy in classifications covered by any job posting under any Teamsters Local 331 agreement, written notice of the opening, indicating the position, pay rate and necessary qualifications shall be posted on the Union Bulletin Board for a period of seven (7) working days. Any employee covered by this agreement may signify to the Township in writing during that period an interest in being considered for the opening. The Township shall make its selection from the employees who applied on the basis of its judgment of the qualifications, skill and ability and personnel record of those applying, giving preference to the senior applicant. If no employee covered by this agreement has applied or the Township determines that no applicant has appropriate qualifications, the vacancy may be filled by other means.
- B. Any employee promoted so as to assume additional responsibilities or duties in a classification having a higher salary range, shall be increased to the minimum of the new salary range or by five (5%) percent of their present salary range, whichever is higher.

## ARTICLE 19

### PERSONAL TIME

- A. Full-time permanent employees working twelve (12) hour shifts shall be entitled to thirty-six (36) hours and employees working eight (8) hour shifts shall be entitled to twenty-four (24)

hours or ten (10) hour shifts shall be entitled to thirty (30) hours a year of leave for personal, business, household or family matters described in this section. Such time shall be non-accumulative.

- B. Employees who wish to take personal time must submit a request and be granted approval. Requests for personal days must be submitted forty-eight (48) hours in advance except where emergency circumstances prevent the employee from doing so.
- C. Personal time may be taken any time during the year.
- D. Personal time will not be deducted from vacation, holiday, or sick leave.
- E. An employee who terminates his employment with the Township, or whose employment is terminated with the Township, shall be entitled to personal days on a pro-rated basis.
- F. Any month in which an employee is absent for more than fifty percent (50%) of his/her scheduled workdays in any given month, due to disciplinary suspension or absence without pay, said employee shall not accrue any personal time for that month.

**ARTICLE 20**

**VACATION**

- A. An employee shall not be entitled to take any vacation time within six months of hire date.
- B. An employee shall be entitled to paid vacation according to the following schedule:

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Years of Service	Vacation Hours	
	<b>12 Hour Shift</b>	<b>8 Hour Shift</b>
Up to 1 Year	84 Hrs	80 Hrs
2 thru 5	96 Hrs	88 Hrs
6 Thru 10	108 Hrs	104 Hrs
11 thru 19	156 Hrs	152 Hrs
20 thru 24	180 Hrs	176 Hrs
25 and up	204 Hrs	200 Hrs

(Conversion was done based upon negotiations and agreed round up for each step)

- Supervisory employees get the following additional Days:



o Director or Com Supervisor: 2 Additional Vacation Days

- C. Employees may not use more than three hundred sixty (360) hours within one (1) year. Vacation time earned on or after 1/1/92 may be carried over for one year. Those vacation days, if unused, will be lost unless extended by the Township Manager with Chief of Police recommendation. Vacation days remaining upon retirement will be paid to the employee at the rate of pay at the time of retirement. The method of payment shall be determined on a case-by-case basis by the Township Manager. Payment may be made in one lump sum if feasible and requested by the employee one (1) year before retirement. The maximum payment schedule shall be six (6) equal monthly installments paid to the employee.
- D. Requests for vacation leave shall be submitted by the employee via a scheduling system at least 2 weeks prior to vacation request, except in cases of emergency (when fully staffed for the shift and is approved by the Lieutenant or the Directors).
- E. Vacation leaves shall be scheduled to eliminate, as far as practicable, the necessity of engaging temporary personnel to perform the duties of the vacationing employee.
- F. No changes in vacation leave schedules shall be permitted without the consent of the Chief of Police or designee.
- G. All vacations shall be subject to adjustment by the Township on the basis of emergency only.
- H. Vacation requests submitted to the Chief of Police or designee in writing prior to March 15 of each year shall be granted on the basis of seniority, except where the senior person or persons submitting the vacation request have certain expertise within the department precluding vacation being granted at the time requested. Vacation requests submitted after March 15 of any calendar year shall be granted on a first-come, first-served basis.
- I. Any month in which an employee is absent for more than fifty percent (50%) of his/her scheduled workdays in any given month, due to disciplinary suspension or absence without pay, said employee shall not accrue any vacation time for that month.
- J. Any permanent employee who terminates his/her employment with the Township, or whose employment is terminated by the Township, shall be entitled to vacation time and/or vacation pay on a pro-rated basis.
- K. Each employee may sell up to one (1) week vacation time (equivalent to 40 hours) back to the Township annually. Notification of intent to sell back vacation days shall be made no later than November first of that year and will be paid in the first paycheck of December, unless the budget does not permit. In this case, payment will be made by January 15<sup>th</sup>. Vacation buy back will be paid at the employee's rate of pay of the year earned.

- L. Any employee separated from service of the Employer for any reason prior to taking his/her vacation shall be compensated in a lump sum for the unused vacation he/she has accumulated to the time of separation at his/her current rate of pay.
- M. An employee who separates from the Township having used advanced vacation shall be responsible for reimbursing the Township all monies due.

## ARTICLE 21

### **LAYOFFS**

- A. If a layoff occurs, employees being laid off shall have the right to bump other employees within the same classification within the same department in order of seniority.
- B. The last employee bumped within the department shall have the right to bump a less senior employee within the same classification within the Township, if the employee wishing to bump is qualified to do the work of the employee bumped.
- C. Employment within the same classification shall not automatically make an employee qualified to do the work of any other employee within the same classification.
- D. An employee being laid off shall have the right to bump another employee in a lower job classification provided the employee has the necessary skill, ability and licenses/certifications required to perform the required work.
- E. The Township agrees to meet and confer with the Union at least thirty (30) days prior to any layoff to discuss the effects of the layoffs. Any dispute over bumping rights shall be raised by the Union ten (10) days prior to layoff.
- F. An employee of the Township who is laid off shall receive payment for unused sick leave at the rate of fifty percent (50%) reimbursement for said days not to exceed \$10,000.00. The rate of pay for this reimbursement shall be computed at the employee's daily rate of pay as of the date of separation of service.

## ARTICLE 22

### **PERSONNEL FILES**

- A. The Township shall establish personnel files or confidential records, which shall be maintained under the direction of the Township.
- B. Employees covered under this Agreement can request during normal business hours, review in the presence of an individual designated by the Township or his/her designee any written evaluation reports or written complaints which may be contained in his/her personnel file.

- C. Whenever a written complaint or disciplinary report or action concerning an employee is placed in his/her personnel file, a copy shall be furnished to him/her and the Union. He/she shall be given the opportunity to rebut same in writing if he/she so desires.

### ARTICLE 23

#### MEAL AND TRAVEL ALLOWANCES

- A. All employees required to work over their regularly scheduled shift (either by coming in early or staying late) are permitted to take a fifteen (15) minute break for each additional three (3) hours worked.
- B. Employees receiving prior approval to attend conventions, conferences, seminars, training sessions or other meetings, either required by the Township or in the performance of their official duties for the Township, shall receive per diem travel expenses, hotel lodgings, meal allowance and incidental expenses related thereto as approved in advance in writing by the Township Manager.
- C. Employees with valid driver's licenses will have access to municipal pool vehicles for work related use; subject to the Township Manager's prior approval. Authorized work use of personal vehicles for reasons other than the employee's personal convenience will be reimbursed at the current IRS rate.

### ARTICLE 24

#### EMPLOYEE QUALIFICATIONS

- A. Full-time employees shall recognize their employment with the Township as their primary employment and shall not let any outside employment interfere with their primary employment with the Township.
- B. The employee shall inform the Police Chief or designee of any outside employment, including the name and address of the employer.

### ARTICLE 25

#### EMPLOYEE EVALUATION

- A. All full-time permanent employees shall be evaluated by the Chief of Police or his/her designee.
- B. After the evaluation is made by the Chief or designee, it shall be reviewed privately with the employee and forwarded to the Township Manager. The employee will receive a copy of his/her evaluation form and shall have the opportunity to review it with the Manager after their review with the Chief. These evaluation forms will become a permanent part of the employee's personnel record.

- C. After the employee has reviewed his/her evaluation form and has had the opportunity to review it with the Manager, after their review with the Chief, the employee shall have the right to respond, in writing, to the employment evaluation if he/she so desires. The response shall be attached to the evaluation.
- D. The Township Manager's decision on the appropriateness of an evaluation shall be conclusive, and the appropriateness of the evaluation shall not be subject to the grievance procedure.

## ARTICLE 26

### TERMINAL LEAVE

- A. An employee shall be entitled to payment for all unused sick leave accumulated upon retirement at a rate of fifty (50%) percent reimbursement for said days not to exceed 10,000.00. The rate of pay for this reimbursement shall be computed at the employee's daily rate of pay as of the date of retirement. Payment to be made in the month of January following retirement.
- B. An employee who retires pursuant to the Public Employee Retirement System with a minimum of ten (10) years continuous years of service as a permanent full-time employee of the Township shall receive payment for unused sick leave at the rate of fifty (50%) percent, reimbursement for said days not to exceed \$10,000.00. This payment is to be made in the next payroll period.

## ARTICLE 27

### MILITARY LEAVE

- A. Military leave will be granted in accordance with applicable Federal and New Jersey State Statutes.

## ARTICLE 28

### LEAVES OF ABSENCE WITHOUT PAY

- A. A permanent full-time employee may be granted leave without pay for a period not to exceed three (3) months during a calendar year for specific personal reasons, or other reasons deemed in the best interests of the Township when recommended by the Chief and approved by the Township Manager.
- B. Any month in which an employee is absent for more than fifty percent (50%) of his/her scheduled workdays in any given month, due to disciplinary suspension or absence without pay, said employee shall not accrue any vacation, sick or personal time for that month.

- C. Applications for leave without pay must be submitted twenty (20) days in advance, in writing to the Police Chief, stating the employee's reason for requesting such leave and containing a statement that he/she intends to return to the Township's service after the expiration of such leave.
- D. Employees may not be gainfully employed during the period of such leave.
- E. Falsification of the reason for leave, or failure to return at the expiration of the leave, may/will be considered reason for discharge.
- F. Maternity Leave:
  - 1. See Family and Medical Leave Act below.
  - 2. Upon written request the Township Manager may extend leave up to an additional 3 months after the initial leave time given until leave time expires.
- G. During the period of a leave of absence without pay, an employee shall not continue to accrue seniority, but shall not lose any seniority already accrued.
- H. Family and Medical Leave Act:
  - 1. Eligible employees wishing to take Family or Medical Leave may do so under the provisions of the New Jersey and Federal Family and Medical Leave Acts.

## ARTICLE 29

### **JURY DUTY**

- A. Any full-time employee who loses time from his/her job because of jury duty as certified by the Clerk of the Court shall receive full pay from the Township and shall sign over to the Chief Financial Officer of Galloway Township all monies received for services, excluding mileage reimbursement, on such jury to the following requirements:
  - 1. The employee must notify his/her supervisor immediately upon receipt of a summons for jury duty.
  - 2. An employee who voluntarily seeks jury duty in any manner whatsoever shall not be eligible for payments from the Township.
  - 3. When jury duty is completed prior to 12 p.m., the employee is required to report to work. If employee does not report to work, pay for that day will be forfeited.
  - 4. No employee is attending jury duty during vacation and/or other time off from Township employment.

5. The employee must show adequate proof of all time served on the jury and the amount received for such service.

### ARTICLE 30

#### UNIFORM ALLOWANCE

- A. All uniforms worn as a job requirement will be provided or paid for by the Township. A uniform committee needs to be created to consult with management about the selection of uniforms. The township will give each employee either a t-shirt or sweatshirt once a year to identify as an employee. The Township agrees the clothing article limit shall be \$30 each. This is not a required Uniform to be worn daily.

### ARTICLE 31

#### CONTINUING EDUCATION

- A. When the Township requests or requires an employee to take a course and designates the course to be taken, the Township shall pay for any tuition fees, book costs or other direct out of pocket expenses incurred in the completion of said course, upon submission of written verification of expenses and satisfactory completion of the course.
- B. The Township shall pay all costs associated with obtaining and maintaining required certifications and licenses if approved by the Police Chief and Township Manager.
- C. Employees shall be released from work time without loss of pay to attend any courses required by the Township or legally required for license renewal if approved by the Police Chief and Township Manager. Employees required by the Township to take a course outside their regular working hours will be paid in accordance with current practice.
- D. If an employee voluntarily leaves employment and is hired at another job that utilizes their required certification (Basic 911, Emergency Medical Dispatch, CPR) within two (2) years of the certification being paid for by the Township, the employee agrees to pay back the cost of the course. The employee will have three (3) months to pay back the course monies if tuition costs are more than the employee's final pay after separation from the company.
- E. Starting in 2024 there will be a stipend of \$1,300 per employee who is eligible for the College incentive. The eligible employees should possess an Associates, Bachelor's, Master's or any higher education degrees from an accredited institution of higher learning. A stipend will be paid in December of each year.

## ARTICLE 32

### SICK LEAVE

- A. All full-time employees covered by this Agreement shall be granted sick leave with pay. Sick leave is earned at a rate of eight (8) hours per month of service the first calendar year of employment. All sick leave accruals are based upon an eight (8) hour day.
- B. Sick leave is earned at a rate of twelve (12) hours or ten (10) hours for every month of employment for every year thereafter for a yearly total of one hundred forty-four (144) hours or one hundred twenty (120) hours.
- C. Sick leave not used during any calendar year shall accumulate to an employee's credit from one year to the next. An employee shall be entitled to utilize any or all accumulated leave if and when needed.
- D. Part-time employees are eligible for sick leave in accordance with NJSA 34:11-56a, et seq. (New Jersey Paid Sick Leave Act).
- E. As per Ordinance 1068 of 1991, an employee is entitled to payment for sick leave accumulated prior to 12/31/1991 at a rate of 100% upon retirement. An employee shall be entitled to payment for all unused sick time accumulated after 12/31/1991 upon retirement at a rate of fifty (50%) percent up to \$10,000.00. Payment to be made in the month of January following retirement. Employees terminated for just cause before retirement shall forfeit all accumulated sick leave.
- F. In order to receive compensation while absent on sick leave, an employee shall report his/her absence at least three (3) hours prior to the start of his/her shift where possible, except where emergency circumstances prevent the employee from doing so. In those circumstances, the employee shall report his/her absence as promptly as possible. Failure to notify may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- G. An employee's supervisor may require the employee to submit acceptable medical evidence of proof of illness whenever such a requirement appears reasonable to the supervisor. If the Township requires a physical examination, it shall be performed by a physician selected by the Township and at Township expense.
- I. Any employee who shall be absent from work for three (3) or more consecutive working days for sick leave or leave in attendance of a member of the employee's family for more than seven (7) working days of at least two (2) occurrences in any calendar year, shall be required to submit acceptable medical evidence substantiating the illness and where necessary, substantiating the necessity of the employee attending to a family member. Any day for which acceptable medical evidence substantiating the illness has been submitted shall not be counted towards the seven (7) days enumerated above.

- J. Abuse of sick leave shall be cause for disciplinary action and may constitute justifiable cause for dismissal.
- K. In case of sick leave due to a contagious disease, a certificate is required from a valid health agency.
- L. Lack of notification within five (5) working days will be considered as termination of employment.
- M. A physician's certificate will be required for absences of three (3) days or more.
- N. Any month in which an employee is absent for more than fifty percent (50%) of his/her scheduled workdays in any given month, due to disciplinary suspension or absence without pay, said employee shall not accrue any vacation, sick or personal time for that month.

### **ARTICLE 33**

#### **INJURY L E A V E**

- A. When an employee is injured on duty during the regularly scheduled working hours, he/she will be entitled to Workers Compensation benefits as set forth by New Jersey Statute N.J.S.A. 34.1).

### **ARTICLE 34**

#### **FUNERAL LEAVE**

- A. In case of death in the immediate family of an employee, the employee will be given up to forty (40) hours leave of absence with pay. Immediate family shall include spouse and children, Civil Union/Domestic Partner, mother or father, father-in-law, mother-in-law, grandparent, sister or brother, grandchildren, daughter-in-law, son-in-law of employee, stepmother, stepfather and legal stepchildren.
- B. In case of a death in the family of an employee, the employee will be given up to three (3) working days leave of absence with pay. Family shall include employee's aunt and uncle and brother-in-law and sister-in-law, co-parent of the employee's child.
- C. Upon recommendation of the Police Chief and approval by the Township Manager, additional time may be granted pursuant to this Article where circumstances justify such an extension; however, the extended time will utilize sick, personal or vacation time of that individual.
- D. Funeral leave in this Article may be used non-consecutively, but it must be used within thirty (30) days of the date of death.



## ARTICLE 35

### **HEALTH BENEFITS**

- A. The Township shall participate in the New Jersey State Health Plan and provide prescription benefits through the same.
- B. The Township will provide dental coverage at existing levels.
- C. The Township reserves the right to make changes to these insurance coverages and or carriers in accordance with applicable statutes and regulations. Unless otherwise required by law, benefits shall be substantially equivalent to those provided above. The Union shall receive prior notice of any such changes.
- D. All full-time and regular part-time employees working thirty (30) or more hours per week will be eligible to receive full health benefits.
- E. If an employee opts not to have health and dental insurance coverage, they may receive a yearly one lump sum of three thousand dollars (\$3,000.) paid the first pay period in November (subject to statutory restrictions regarding duplicate coverage). If an employee opts out of health insurance, but maintains dental coverage, they will receive twenty-seven hundred dollars (\$2,700.). Should an employee leave employment prior to year's end, they will be prorated for time employed.
- F. Employees who opt to receive health care coverage from the Township agree to pay the required amount per New Jersey State Statute (i.e., Chapter 78). Said contribution shall remain in effect until otherwise negotiated (as required by law) unless such change is otherwise required as a result of a change in the Statute.

## ARTICLE 36

### **BULLETIN BOARDS**

- A. The Township agrees to furnish bulletin board space to be used exclusively by the Union. That space to be no more than an area of four (4) feet by three (3) feet located in all Municipal Buildings where Union members work.
- B. Only material authorized by the signature of the Union Business Manager, President, Steward or alternate shall be permitted to be posted on said bulletin board.
- C. The Township may remove from the bulletin board any material which does not conform to the intent of the above provisions of this article.

D. When a position/vacancy is to be filled by the Township for any position covered by this Agreement, the Township shall give written notice posted on the Union bulletin board at least seven (7) working days prior to the date of application being closed. The notice shall contain the following format:

- |                              |                                |
|------------------------------|--------------------------------|
| 1. Date of Posting           | 2. Date of Application Closure |
| 3. Position Title            | 4. Description of Position     |
| 5. Requirements for Position | 6. Application Instructions    |

**ARTICLE 37**

**PAY DAY**

A. The normal payday for employees shall be as present practice (Fridays) bi-weekly. Pay will be distributed at established locations for the various departments.

**ARTICLE 38**

**WAGES**

A. The Township agrees to make effective the following wage increases:

<u>2023</u>	<u>2024</u>	<u>2025</u>
Adjustment to new Base Salary	2.75%	2.75%

B. The Township agrees that the starting salary of any new employee will not be more than the lowest paid current employee in the same title.

C. The following are the starting salaries for the jobs covered by this contract for the term of the agreement: (See Salary Guide in Communications Unit)

Communications Shift Supervisor	Additional \$4,000 Base Adjustment
Communications Shift Supervisor (existing)	\$60,000.00
Communications Assistant Director	\$70,000.00
Communications Director	\$81,319.04

D. If the Township enters into any additional shared service agreements, then each Shift Supervisor would receive another adjustment to base for \$3,500 and Communications Director and Assistant Director would receive a base wage adjustment of an additional \$5,000. Should a shared service agreement be terminated or not renewed, the addition to base salary will be removed outside of Mullica and Absecon. (Mullica and Absecon shared service agreement are captioned in base salaries).

- E. Each shift shall have one dispatcher designated as a shift supervisor. This position shall be responsible for making decisions during the shift when the director or another superior is not available, training of probationary dispatchers and any other supervisor duties assigned by the Director, Assistant Director or Supervisor of Communications. Compensation for the position of shift supervisor will be an additional \$4,000 per year. This compensation will be prorated in the year of any title changes. Depending on the scheduling configuration (12 hour shifts) there can only be one shift supervisor per shift and a maximum of 4 shift supervisors at a time. This compensation will be added to the employees' base pay. If a shift supervisor is demoted, then the compensation will be removed from said base pay.
- F. For those employees who are conducting training, they will earn one (1) hour of comp time or pay for every four (4) hours of training.

### ARTICLE 39

#### HEALTH AND SAFETY

- A. The Township shall, at all times, maintain safe and healthy working conditions.  
The Township shall provide Communication Officers with clean work environments (air ducts, workstations, appliances, etc.)  
The Township shall provide Communication Officers with clean drinking water at no cost to the employees.
- B. The Union shall be permitted to have open discussions with management regarding the health and safety issues.

ARTICLE 40

**TERM OF AGREEMENT**

This Agreement shall become effective January 1, 2023 and shall remain in effect through December 31, 2025 and from year to year thereafter, unless at least sixty (60) days prior to any current expiration date, either of the parties hereto notifies the other party at interest, in writing, of its desires to amend or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto affixed their signatures.

Township of Galloway

By: \_\_\_\_\_

Township Mayor  
Anthony Coppola Jr.

\_\_\_\_\_  
Township Manager  
Chris Johansen

Teamsters Local 331

By: \_\_\_\_\_

Marcus King  
Teamsters Local 331 President

\_\_\_\_\_  
ERICA RASSMANN  
Asst. Business Agent

APPENDIX A

14 Day Rotation

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Dispatcher 1		D	D			D	D	D			D	D		
Dispatcher 2		D	D			D	D	D			D	D		
Dispatcher 3		D	D			D	D	D			D	D		
Dispatcher 4		D	D			D	D	D			D	D		
Dispatcher 5		N	N			N	N	N			N	N		
Dispatcher 6		N	N			N	N	N			N	N		
Dispatcher 7		N	N			N	N	N			N	N		
Dispatcher 8		N	N			N	N	N			N	N		
Dispatcher 9	D			D	D				D	D			D	D
Dispatcher 10	D			D	D				D	D			D	D
Dispatcher 11	D			D	D				D	D			D	D
Dispatcher 12	D			D	D				D	D			D	D
Dispatcher 13	N			N	N				N	N			N	N
Dispatcher 14	N			N	N				N	N			N	N
Dispatcher 15	N			N	N				N	N			N	N
Dispatcher 16	N			N	N				N	N			N	N

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Dispatcher 1		N	N			N	N	N			N	N		
Dispatcher 2		N	N			N	N	N			N	N		
Dispatcher 3		N	N			N	N	N			N	N		
Dispatcher 4		N	N			N	N	N			N	N		
Dispatcher 5		D	D			D	D	D			D	D		
Dispatcher 6		D	D			D	D	D			D	D		
Dispatcher 7		D	D			D	D	D			D	D		
Dispatcher 8		D	D			D	D	D			D	D		
Dispatcher 9	N			N	N				N	N			N	N
Dispatcher 10	N			N	N				N	N			N	N
Dispatcher 11	N			N	N				N	N			N	N
Dispatcher 12	N			N	N				N	N			N	N
Dispatcher 13	D			D	D				D	D			D	D
Dispatcher 14	D			D	D				D	D			D	D
Dispatcher 15	D			D	D				D	D			D	D
Dispatcher 16	D			D	D				D	D			D	D