

Contract # 1879

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C O M M U N I C A T I O N S W O R K E R S O F A M E R I C A

INDEX

<u>Article #</u>	<u>Clause</u>	<u>Page</u>
	Preamble	1
	Articles of Agreement	2
I	Recognition	3
II	Agency Shop	3-4
III	Rights	4-7
IV	Dues & Representation Fee Check Off	7-8
V	Seniority	8-9
VI	Grievance and Arbitration	9-12
VII	Discipline and Discharge	12
VIII	Equality and Mutual Respect	13
IX	Contracting Work	14
X	Workweek and Rates of Pay	15-16
XI	Wages	16-17
XII	Longevity	17-18
XIII	Vacation	18-19
XIV	Holidays	19-20
XV	Leave of Absence	20-22
XVI	Health and Welfare Benefits	22 -22A
XVII	Training	23
XVIII	Health and Safety	23
XIX	Separability	24
XX	Effective Date and Duration of Agreement	24-25
XXI	Past Practice	25
XXII	Closure	26
Appendix A	Dues Deduction Card	

PREAMBLE

The parties recognize that the duties of the Police Dispatchers constitute an essential municipal service involving the safety and welfare of the municipality and its inhabitants. The continuity of the services in a faithful, conscientious, competent and diligent manner is essential to the proper functioning of the police responsibilities of the municipality. The person immediately charged with the responsibility of administrating and enforcing the police mission is the Chief of Police, or in the absence of the Chief, the Commanding Officer. The employees and the Union agree that their actions and conduct will, at all times, be mindful of that police mission and function and no action will be taken, the result of which would interfere, obstruct or impair that essential police function. The day-to-day implementation of the police mission and function reposes under the applicable statutes of the State of New Jersey, in the Chief of Police or in his absence, the person in command. The Chief shall exercise his functions free of favoritism and partiality; however, he shall exercise his sound discretion in making day-to-day decisions and issuing appropriate orders which, in his judgement, are necessary to implement and fulfill the police function.

ARTICLES OF AGREEMENT

This Agreement made this 12th day of Aug.
by and between the Borough of North Haledon, a Municipal
Corporation of the State of New Jersey, hereinafter referred to as
the "Employer" and the Communications Workers of America, AFL-CIO,
hereinafter referred to as the "Union".

WITNESSETH THAT: In consideration of the mutual promises,
covenants and agreements of the parties, it is hereby agreed as
follows:

ARTICLE I
RECOGNITION

Section 1.

The Employer hereby recognizes the Union as the collective bargaining representative of the Police Dispatchers for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment, as provided in the applicable Public Employment Relations Commission (PERC) statutes.

ARTICLE II
AGENCY SHOP

Section 1.

All employees hired hereafter who are not members of the Local Union shall be required to tender to the Union a service charge as a contribution toward the administration of this Agreement and the representation of such employees on and after the thirtieth (30th) day following the effective date of execution of this Agreement or the commencement of their employment, whichever is later. The service charge shall not be in an amount greater than eighty-five percent (85%) of the normal periodic dues, exclusive of initiation fees, uniformly required as a condition of retaining membership in the Union, and shall be payable at the same time and in the same manner as the Union's regular dues.

Section 2.

Membership in good standing is defined as the tender of periodic dues and initiation fees uniformly required as a condition

of acquiring and retaining membership in the Union during the term of this Agreement.

Section 3.

To enforce this Article of the Agreement, the Union must furnish written notice to the Employer that an employee obligated under the provisions of this Article has failed to tender payment of periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union, or has failed to tender the appropriate service charge in accordance with the terms of this Article. The Union must also furnish the Employer with written proof of its notification to the employee of his or her failure to comply with the terms of this Article and the consequences thereof, and the Union may request that the Employer terminate such employee pursuant to the terms of this Article.

Section 4.

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

ARTICLE III

RIGHTS

Section 1. - Stewards

The Union will notify the Employer in writing of the stewards and the Employer shall recognize no others.

Section 2. - Access

All authorized Union representatives shall have access to the Employer's premises to ascertain whether conditions of this Agreement are being observed. Inasmuch as the premises involved are police facilities, prior notification shall be given to the Chief.

Section 3. - Administration

Those described in Sections 1 and 2 shall be permitted to transact Union business directly related to the administration of this Agreement on the Employer's premises. A steward shall sustain no loss of pay while administering this Agreement.

A Union steward shall not suffer a loss of pay while attending a joint Union-Management meeting. It is understood that such joint meetings are considered time worked.

Inasmuch as the Dispatcher desk must be continuously manned, such meetings shall not interfere with the manning of the desk and meetings shall be scheduled at a time so that the steward will not be attending a meeting at a time when he is on duty.

Section 4. - Bulletin Board

A suitable bulletin board or bulletin board space shall be provided at the Employer's premises for the Union's exclusive use.

Section 5.

To insure that individual rights of employees in the bargaining unit are not violated, the following shall represent the Employees Bill of Rights:

- a. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.
- b. An employee shall be entitled to Union representation at each stage of a disciplinary proceeding in the Union Contract.
- c. No employee shall be required by the Employer to submit to an interrogation after charges have been served unless he or she is afforded an opportunity of having a Union representative present.
- d. No recording devices of any kind shall be used during such interrogations unless the Union is made aware of the fact prior to such interrogation.
- e. In all disciplinary hearings, the employee shall be presumed innocent until proven guilty.
- f. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his or her hours, wages or working conditions as the result of the exercise of his or her rights under this Agreement.

Section 6.

It is agreed the management officials retain the right to direct employees, to hire, promote, transfer, assign and retain employees within the occupations covered by this Agreement, and to suspend, demote, discharge, or take other disciplinary action against employees for just cause, to relieve employees from duties

because of lack of work or funds or for other legitimate reasons, to maintain the efficiency of the operations entrusted to them, to determine the methods, means and personnel by which such operations are to be conducted, including sub-contracting, if deemed necessary, and to take whatever action may be necessary to carry out the mission of the Employer institutions of emergency, as determined by management, provided that such rights shall not be exercised in violation of other sections of this Agreement. The union hereby acknowledged that the municipality, being a public agency, is free to use union or non-union sub-contractors without interference from the Union, its officers, or its members. Nothing contained herein shall be construed to vest tenure in any employee.

Section 7.

It is agreed that during the terms of this Agreement, neither the Union, its officers, or members shall instigate, call, sanction, condone or participate in any strikes, slowdown, stoppage of work, boycott, picketing or willful interference with production, transportation or distribution, and that there shall be no lockout of employees by the Employer.

ARTICLE IV

DUES AND REPRESENTATION FEE CHECK OFF

Section 1.

The Employer agrees to deduct the amount of monthly Union dues from the paychecks of each employee who furnishes a written authorization for such deduction to the Employer. Their dues shall

be determined by the Union and the employees elected representatives. Deductions of Union dues shall be remitted by the Employer to the Union at the end of the calendar month in which such deductions are made.

Section 2.

The Employer agrees to furnish the Secretary-Treasurer of the Union a roster of all employees' names, addresses, social security numbers, dates of employment, dates of birth, rates of pay, current monthly dues and rate and job classifications. A new list to be submitted whenever changes occur.

Section 3.

When an employee is granted a leave of absence, any authorization for deduction of dues shall be automatically suspended. Such suspended authorizations shall be automatically resumed if an individual on leave is placed on the payroll within fifty-three (53) weeks from the date the leave became effective. When the period of absence on leave exceeds fifty-three (53) weeks, the authorization shall be automatically canceled.

ARTICLE V

SENIORITY

Section 1.

Seniority is defined as length of continuous service with the Employer from date of hire or rehire following a break in continuous service.

Section 2.

Seniority shall determine the selection of tours (should they become fixed), days off, vacations and for training and promotions, subject, however, to the need of the Employer to properly man the desk.

Section 3.

If a reduction in force is necessary, employees shall be laid off by inverse order of seniority.

Section 4.

Recall shall be by seniority and seniority shall accumulate during layoffs.

Section 5.

A break in seniority shall occur during any period that the employee is not in the employ of the Borough.

ARTICLE VI

GRIEVANCE AND ARBITRATION

Section 1. - Grievance Procedure

Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step 1

The Union Steward, with the employee, shall take up the grievance or dispute, in writing, with the Chief of Police of the employee within ten (10) days of its occurrence. The Chief of

Police shall attempt to adjust the matter and respond, in writing, to the Union Steward within ten (10) working days.

Step 2

If the grievance is still unsettled it shall, within ten (10) working days from receipt of the answer in Step 1, be submitted to the Borough Administrator who shall schedule a meeting within ten (10) working days with the Union Steward and the aggrieved. The Borough Administrator or his designee shall forward an answer, in writing, to the Union Steward and CWA Local 1023 within ten (10) working days from the date of the meeting.

Step 3

If the grievance has not been settled, it shall be presented, in writing, by the Union Steward to the Office of the Mayor within ten (10) working days of receipt of the response of the Borough Administrator. The Office of the Mayor shall respond to the Union Steward, in writing, following the next regular Council meeting.

Step 4

If the grievance is still unsettled, the Union may, within ten (10) working days after the receipt of a response from the Office of the Mayor, by written notice to the Employer, request mediation with no loss of work to the employee.

Step 5

If the dispute is not settled through the grievance procedure, there shall be arbitration if agreed to by all of the parties.

Section 2. - Matters Relating to the Grievance Procedure

- a. It is mutually agreed by both parties that no grievance relating to an incident that occurred prior to the execution of this contract will be entertained under the provisions of this contract.
- b. The Union shall notify the Employer, in writing, of the name of its employees who are designated by the Union to represent employees under the grievance procedure. Employees designated by the Union will be permitted to confer with other Union representatives, employees and with Employer representatives regarding matters of difference during working hours without loss of pay by agreement with his immediate superior.
- c. Representatives of the Union who are not employees of the Employer will be permitted to visit with the employees during working hours at their work stations for the purpose of discussing Union representation matters, as long as the municipality's work does not suffer any undue delay. Such representatives shall also be recognized by the Employer as an authorized spokesman for the Union in meetings between the parties regarding employee representation matters. Such representatives shall report to the employee's supervisor prior to meeting with the employees.
- d. The Employer retains all its rights not herein expressly amended, modified or otherwise limited and the utilization

of any such right by the Employer shall not be subject to the grievance procedure of this Agreement.

- e. The time limits in the procedure may be extended by mutual agreement, in writing.
- f. Any step of the grievance procedure may be bypassed by mutual agreement, in writing.
- g. In the case of a group, policy, or organizational type grievance, the grievance may be submitted directly to the Borough Administrator by the Union.
- h. In the event any matter set forth in this section should be in conflict with PERC Law, PERC shall prevail.

ARTICLE VII

DISCIPLINE AND DISCHARGE

Section 1.

No employee covered by this Agreement shall be suspended, demoted or discharged or otherwise disciplined except as provided under the applicable State statutes and the applicable Borough Ordinance.

Section 2.

The Employer shall give the appropriate Union Representative notice within forty-eight (48) hours of any suspension, demotion or discharge action.

ARTICLE VIII

EQUALITY AND MUTUAL RESPECT

The Employer and the Union recognize that it is in the best interests of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect.

To insure that this relationship continues and improves, the Employer and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning.

Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to insure adherence to this purpose.

In a desire to restate their respective policies, neither party shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age or national origin or because the employee is handicapped, a disabled veteran or a veteran of the Vietnam era, except that all employees must have the mental, physical and emotional qualifications to perform the duties of Dispatcher.

ARTICLE IX

CONTRACTING WORK

Dispatcher positions are to be manned by members of the bargaining unit. In the event of absence, vacations, holidays, etc., Dispatchers will be given the first choice of working the overtime, then ~~part-time Dispatchers,~~ then the Special Police. Police Officers will not be called in unless an emergency exists and no Dispatchers or Special Police are available. The Chief of Police shall be the sole judge of what constitutes an emergency.

The Employer may utilize properly qualified part-time Dispatchers, as stated above, for a cumulative maximum of thirteen (13) weeks (one quarter). Said part-time Dispatchers shall be excluded from the bargaining unit and shall not receive any benefits afforded bargaining unit members. Should a part-time Dispatcher exceed the thirteen (13) week maximum he/she shall be required to tender dues or an agency fee to the Union on a pro-rata basis and will be afforded Union representation, but shall not receive negotiated benefits afforded regular full-time employees. For purposes of discipline part-time employees will have the permanent status of probationary.

ARTICLE X

WORKWEEK AND RATES OF PAY

Section 1.

All regular employees will be assigned forty (40) hours of work per week. The regular assignments will not be in excess of eight (8) hours per day, Saturday through Friday inclusive.

Section 2.

The normal hours of work shall be between 4:00 a.m. to 12:00 p.m.; 12:00 p.m. to 8:00 p.m. and 8:00 p.m. to 4:00 a .m. with an appropriate lunch period.

Section 3.

Two (2) fifteen (15) minute relief periods will be granted during each tour of duty.

Section 4.

Should tours become fixed annually, employees will be given preference of tours by seniority. However, days off within each tour shall be rotated based upon needs of the Department with an objective that no employee should normally be required to work more than two (2) consecutive weekends.

Section 5.

- A. All employees will be paid at one and one-half (1-1/2) times the regular rates of pay for all time worked in excess of eight (8) hours in one (1) working day or forty (40) hours in a week.
- B. An employee may request compensatory time off in lieu of overtime which shall be granted at the discretion of the Chief

of Police based on force needs. This time must be taken within thirty (30) days of the overtime worked.

Section 6.

An employee who works on a holiday shall receive equivalent time off on another day.

ARTICLE XI

WAGES

Section 1.

The first six (6) weeks of employment shall be as a Trainee at \$6.50 per hour. Basic annual wage rates of the Dispatchers are shown below for employees in the bargaining unit:

	<u>1993</u>	<u>1994</u>
Probationary * (Up to 1 yr.)	\$19,055.	\$19,817.
1 Year	\$19,652.	\$20,438.
2 Years	\$20,253.	\$21,063.
3 Years	\$21,179.	\$22,026.
4 Years	\$21,988.	\$22,868.
5 Years & Over	\$24,882.	\$25,877.

* Probationary Employees may be brought up to the one (1) year level upon completion of their probation but no later than their one (1) year anniversary.

Section 2.-Clothing Allowance

Employees in the title of Dispatcher will at all times during working hours wear the uniform of North Haledon Police, approved by

the Borough. During the first week of May each year the Employer will pay each employee an amount as shown:

January 1, 1993 - \$ 400.00

January 1, 1994 - \$ 400.00

Costs for repair or replacement of said uniform will be at the employee's expense.

Section 3.

Part-time Dispatchers will receive \$7.50 per hour.

ARTICLE XII

LONGEVITY

A longevity plan is hereby established for the benefit of all full-time employees on a cumulative basis having the designated minimum years of service as follows:

- A. There shall be added to and made a part of the remuneration to each full-time employee an amount equal to:
1. Two percent (2) of the salary fixed for each such person upon the completion of four (4) years of cumulative service in and for the Borough of North Haledon.
 2. Four percent (4%) of the salary fixed for each such person upon the completion of eight (8) years of cumulative service in and for the Borough of North Haledon.

3. Six percent (6%) of the salary fixed for each such person upon the completion of twelve (12) years of cumulative service in and for the Borough of North Haledon.
 4. Eight percent (8%) of the salary fixed for each such person upon the completion of sixteen (16) years of cumulative service in and for the Borough of North Haledon.
 5. Ten percent (10%) of the salary fixed for each such person upon the completion of twenty (20) years of cumulative service in and for the Borough of North Haledon.
- B. In computing such periods of cumulative service in and for the Borough of North Haledon, credit for an entire year shall be given to any such employee who shall have served six (6) months or more during the first calendar year of employment, and no credit shall be given to such employee for such service during his first calendar year of employment if he shall have served less than six (6) months during such first calendar year of employment.

ARTICLE XIII

VACATION

Section 1.

Vacations shall be granted according to the following schedule and selected on the basis of seniority:

Length of Service

Amount of Vacation

6 months but less than 1 year	1 week
1 year but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks
10 years or more	1 additional day per year up to 4 weeks maximum

Section 2.

If an employee takes a vacation during a period which includes a holiday, the employee shall receive an extra day's vacation.

Section 3.

While the initial selection of vacation scheduling shall be by the employee, it will be subject to the approval of the Chief. In determining whether to approve the vacation schedule selected by the employees, the Chief shall be guided by the needs of the Borough to have the desk adequately manned at all times.

ARTICLE XIV

HOLIDAYS

Section 1.

The following holidays will be observed as holidays by the Employer:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day

Veteran's Day
Thanksgiving and Day After Thanksgiving
Christmas

Total: 14

Plus two (2) Personal Days. Personal Days to be scheduled forty-eight (48) hours in advance with approval of the Chief of Police.

ARTICLE XV

LEAVE OF ABSENCE

Section 1. - Sick Leave

Each employee shall be entitled to fifteen (15) days of sick leave in each calendar year for actual sickness or disability.

Section 2. - Cumulative Sick Leave

When an employee does not use all his sick leave, the same shall be cumulative to a maximum of fifteen (15) days for each calendar year and may be used only for actual sickness or disability. Upon retirement, the Employer will pay the employee for his accumulated sick days at a rate of one-half (1/2) of his basic wage rate at the time of his retirement.

Section 3. - Military Duty

- A. Any employee ordered to military duty shall be granted a leave of absence under the terms of the Universal Military Training and Selective Service Act.
- B. Any employee who is a member of a military reserve component and has a mandatory training obligation shall be

granted a maximum of fifteen (15) days leave each calendar year when ordered to short tours of active duty for such purpose. In such event, the Employer will pay to such employee the difference, if any, between his military pay and base pay which he would have received if he had continued within the service of the Employer for such period not to exceed fifteen (15) days. Such differential pay shall apply to only one (1) fifteen (15) day period in each calendar year.

Section 4. - Death in Family

- A. In case of death in an employee's immediate family or of a relative residing at the employee's home, the Employer will approve payment for absence up to three (3) days but which may, under special circumstances and with the Employer's approval, be extended to cover one (1) week. "Immediate family" is defined as children, stepchildren, parents, stepparents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren and spouse or one other person identified in the employee's personnel file and residing at the employee's home.
- B. In case of death of a relative, not in the immediate family nor residing in the employee's home, time off with pay for all or part of a scheduled workday in order to attend the funeral may be granted at the discretion of the Employer. In determining the treatment to be accorded, the Employer will consider the relationship between the

employee and the deceased, the time and place of the funeral and the employee's hours of duty. Ordinarily the maximum time excused with pay should not exceed one (1) day.

Section 5. - Jury Duty

The Employer agrees that regular employees who are required by law to report for jury duty shall be excused for their entire tours during the period of jury service and shall be paid wages at their regular rate of pay for the time absent. Any night employees serving on juries shall be released from work without loss of pay.

Section 6.

Leaves of absence without pay for personal reasons may be granted.

ARTICLE XVI

HEALTH AND WELFARE BENEFITS

Section 1.

Effective January 1, 1993 through April 14, 1993 the following provisions shall apply :

The Employer will provide for its employees and dependents, health and welfare benefits including hospital, medical, life insurance and pension.

Once in every two(2) year period the Employer will reimburse the employees for an eye examination and/or corrective lenses up to a maximum of \$100.00 upon provision of proper receipts for same.

The Employer will provide a three dollar (\$3.00) co-pay prescription plan for its employees and their dependents at the Employer's full expense.

Section 2.

Effective April 15, 1993, the following provisions shall apply:

The Employer shall provide medical insurance protection to all the members of the bargaining unit and their dependents at the employer's sole cost and expense as follows: a \$100.00 deductible, 100% co-insurance comprehensive major medical and hospitalization program which includes preventive care coverage; \$50,000.00 of life insurance coverage for its employees only; maximum \$200.00 deductible per family; and dental coverage with an annual maximum coverage of \$1,500.00. The aforementioned coverage will be provided by the Guardian Insurance Company and the employer reserves the right to replace Guardian with another carrier who would provide coverage which is substantially equivalent. Costs for prescription is included as a major medical item subject to the \$100.00 deductible.

ARTICLE XVII

TRAINING

If the Employer requires any employee to participate in training, the costs of such training shall be borne by the Employer and the time spent by the employee selected for such training shall be considered working time.

ARTICLE XVIII

HEALTH AND SAFETY

Section 1.

The Employer agrees to abide by and maintain standards of sanitation, safety, and health, which comply with all applicable Federal, State, County and City laws and regulations.

Section 2.

The parties agree that a joint Safety Committee, comprised of an equal number of Union and Management representatives, may meet to discuss and recommend safety programs and procedures. The Employer shall appoint the Management representative and the Union shall appoint the Union representative.

Section 3.

Any safety programs and procedures which may be recommended which would involve the expenditure of funds shall be implemented at the discretion of the governing body and shall not be grievable.

ARTICLE III
SEPARABILITY

Should any part hereof or any provision(s) herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. If any provision(s) are declared to be in conflict with law, the parties agree to meet within a reasonable period of time to negotiate a substitute provision(s).

ARTICLE IV
EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 1.

This Agreement shall be effective as of January 1, 1993, and shall remain in effect for an initial period of two (2) years to and including December 31, 1994, and shall continue in effect thereafter until terminated by written notice given by either party expressly stating its intention to terminate this Agreement, in which case it shall terminate sixty (60) days following receipt of such notice. Within thirty (30) days of the receipt of such notice to terminate this Agreement, the Union and the Employer shall commence collective bargaining with respect to a new Agreement.

Section 2.

In addition to the right of either party to terminate the Agreement as specified above, either party may, not earlier than sixty (60) days prior to the end of the initial period, request in writing negotiations on modifications or amendments to this Agreement. If such written request is made the parties shall negotiate on modifications and amendments as proposed by the parties and this Agreement will continue in effect unless replaced by a new or amended Agreement or until terminated by either party giving sixty (60) days written notice of termination to the other party.

ARTICLE XXI

PAST PRACTICE

The parties agree that the benefits and rights of the Dispatchers are those expressly provided in the within Agreement and there shall not be any enforceable custom and usage practice benefits unless they are expressly provided for in the within Agreement.

ARTICLE XXII

CLOSURE

In the event the Borough in its sole discretion finds it necessary or desirable to close the dispatch desk, the following terms and conditions would apply to the lay off of the dispatchers:

1. There shall be a 45 day advance notice.

2. At the time of lay off, each of the dispatchers shall receive severance pay in the amount equal to one day's pay for each full year of service to North Haledon. However, no employee shall be entitled to the benefits as outlined in Article XV, Section 2 - Cumulative Sick Leave - if they have received the benefit as described here. In the event the employee is on terminal leave when the advance notice is given that the desk will close, the employee will not be entitled to one day of severance pay for each year of service in addition to the terminal leave.

3. In the event that positions need to be filled by the successor provider of dispatch services, the employer will request that the employees be given priority placement to fill such positions.

This Agreement is entered into this 12th day of Aug., 1993.

FOR THE COMMUNICATIONS
WORKERS OF AMERICA:

Ray D. Llanos

Rose Belvedere

FOR THE BOROUGH OF
NORTH HALEDON:

Richard J. Kelly

Richard J. Kelly