

1160

A G R E E M E N T

BETWEEN

TOWNSHIP OF MARLBORO

MONMOUTH COUNTY, NEW JERSEY

AND

COMMUNICATIONS WORKERS OF AMERICA, LOCAL NO. 1044
(Dispatchers Unit)

JANUARY 1, 1991 though DECEMBER 30, 1992

RUDERMAN & GLICKMAN, P.C.
56 Park Place
Newark, New Jersey 07102
(201) 624-7755

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE #</u>
	PREAMBLE	1
I	RECOGNITION	2
II	MANAGEMENT RIGHTS	3
III	RULES AND REGULATIONS	5
IV	NON-DISCRIMINATION	6
V	MAINTENANCE OF OPERATIONS	7
VI	GRIEVANCE PROCEDURE	9
VII	DUES DEDUCTION AND AGENCY SHOP	13
VIII	UNION BUSINESS LEAVE	16
IX	BULLETIN BOARDS	18
X	HOURS, OVERTIME & EMERGENCIES	19
XI	SALARIES	21
XII	LONGEVITY	23
XIII	HOLIDAYS	24
XIV	HEALTH AND LIFE INSURANCE	25
XV	VACATION	27
XVI	PERSONAL DAYS	29
XVII	SICK LEAVE	30
XVIII	BEREAVEMENT LEAVE	33
XIX	LEAVES OF ABSENCE	35
XX	INJURY LEAVE	36
XXI	PENSION PLAN	38
XXII	UNIFORMS	39
XXIII	EMPLOYEE TRAINING	41

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE #</u>
XXIV	MEAL AND MILEAGE ALLOWANCE	42
XXV	SENIORITY	43
XXVI	SEPARABILITY & SAVINGS	45
XXVII	FULLY BARGAINED PROVISIONS	46
XXVIII	TERM AND RENEWAL	47

PREAMBLE

THIS AGREEMENT entered into this 26th day of November, 1991, by and between the TOWNSHIP OF MARLBORO, in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" and COMMUNICATIONS WORKERS OF AMERICA, LOCAL NO. 1044, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Township and the Union.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE I
RECOGNITION

A. The Township hereby recognizes the Union as the sole and exclusive representative of all the employees in the bargaining unit as herein defined, for the purposes of collective bargaining and all activities and processes relative thereto.

B. The bargaining unit shall consist of all full-time Dispatchers of the Police Department of the Township of Marlboro, New Jersey, now employed or hereafter employed. For the purpose of this Agreement, the terms of Dispatcher, employee or employees shall refer to all members of the bargaining unit as defined herein.

C. This Agreement shall govern all wages, hours and other terms and conditions of employment herein set forth.

D. This Agreement shall be binding upon the parties hereto, and their successors.

ARTICLE II
MANAGEMENT RIGHTS

A. The Township of Marlboro hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to 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 Township Government and its properties and facilities and activities of its employees by utilizing the personnel, method **and** means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law, and this Agreement.

6. To layoff employees in the event of lack of work or funds, or efficiency of operations, so long as said reason for the lay-off is bona-fide.

7. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Township.

B. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

Administrator within ten (10) calendar days thereafter. The written grievance at this Step shall contain all relevant documents and correspondence from the preceeding Step. The grievant or the Union, in the written submission, can request a conference with the Business Administrator. The Business Administrator may, upon receipt of the grievance, also request a grievance conference. The conference shall be scheduled at a mutually agreed upon time. The Business Administrator shall respond, in writing, to the grievance within fourteen (14) calendar days of the submission, or, if a grievance conference is held, within fourteen (14) calendar days of the conference.

Step Four: If the grievance is not settled through Steps One and Two, the Union shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within thirty (30) calendar days after receipt of the decision of the Business Administrator. The costs for the services 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 same.

E. 1. The parties may direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. 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 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.

F. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the decision rendered by the Business Administrator on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be cancelled, and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

G. Disciplinary matters shall be arbitrable as permitted by law.

ARTICLE III

RULES AND REGULATIONS

A. Proposed new rules or modifications of existing rules governing negotiable working conditions shall be negotiated with the majority representative before they are established.

ARTICLE IV

NON-DISCRIMINATION

A. The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

B. The Township and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE V

MAINTENANCE OF OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union or any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township.

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 damages, 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 VI

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any grievance as defined herein. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted. The Union shall be notified of any grievance submitted by an employee, and shall have the right to be represented at any and every step of the grievance procedure, including the informal step incorporated in this Section.

C. 1. 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.

2. No grievance may proceed beyond Step 2 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 or administrative regulations, incorporated by reference in this Agreement either

expressly or by operation of law, shall not be processed beyond Step 2 herein.

D. The following constitutes the sole and exclusive method or 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 One: The grievant or the Union shall institute action under the provisions hereof within thirty (30) calendar days after the event giving rise to the grievance has occurred in writing to his/her immediate supervisor. Failure to act within the said thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached within ten (10) calendar days, the grievance or the Union may appeal the decision of the immediate supervisor, in writing, to the Chief of Police within five (5) calendar days thereafter. The written grievance at this Step shall contain the relevant facts and copies of the written submission at Step One and a copy of the immediate supervisor's response, the applicable section of the Agreement allegedly violated, and the remedy requested by the grievant. The Chief of Police shall respond, in writing, to the grievance within ten (10) calendar days of the submission.

Step Three: If the grievance is not resolved at Step Two, or if no answer has been received by the Union within the time set forth in Step Two, the grievant or the Union may appeal the decision of the Chief of Police, in writing, to the Business

ARTICLE VII

DUES DEDUCTION AND AGENCY SHOP

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, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Township Treasurer during the month following the filing of such card with the Township.

C. If during the life of this 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 either new authorizations from its members showing the authorized deduction for each employee, or 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 Clerk.

E. Any such written authorization may only be withdrawn between the period of the 1st of April and the 30th of June by filing a withdrawal notice with the Township Clerk. The filing

of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances and wages, hours and other conditions of employment

which ordinarily cannot be secured through collective negotiations with the Township.

J. Prior to January 1st and July 31st of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Township. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suites 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 or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

ARTICLE VIII

UNION BUSINESS LEAVE

A. Upon prior notice to an approval of the Chief of Police, or his designated representative, members of the Union's Grievance Committee (not to exceed a total of two (2) employees in number) may be permitted to confer with the Township in accordance with the Grievance Procedure set forth herein, during duty hours, without loss of pay or any other contractual benefit, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty employees to bring the Department up to its proper effectiveness.

B. Upon prior notice to and approval of the Chief of Police, or his designated representative, members of the Union's Negotiating Committee (not to exceed a total of two (2) employees in number) may be permitted to attend collective bargaining meetings during duty hours without loss of pay or any other contractual benefit, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty employees to bring the Department up to its proper effectiveness.

C. 1. Two (2) stewards or officers of the Union be granted up to a maximum of an aggregate of five (5) days off annually without loss of pay for the purpose of attending Union conferences and/or seminars.

2. In order to be eligible for this benefit, the steward or officer must notify the Business Administrator and their immediate supervisor at least one (1) week in advance of said conference and/or seminar.

3. If an employee fails to provide prior notification and verification of the conference and/or seminar, or verification of attendance, said employee shall be charged for said time off from work.

D. The Union and its representatives shall have the right to use the Municipal Facilities at all reasonable hours for meetings. The Business Administrator, upon request, shall allocate a specific available place for said meeting. The Union shall not displace any official meetings of the Township Government, whether scheduled or special.

E. An employee attending any meeting covered by this Article on his off-duty time shall do so voluntarily. The employees and the Union understand and agree that any such off-duty time spent shall not be compensated by the Township and shall not be considered "compensable hours" pursuant to the Fair Labor Standards Act.

ARTICLE IX

BULLETIN BOARDS

A. The Union shall have the use of the bulletin boards in the Teletype Room for the posting of notices relating to meetings and official business of the Union only.

B. Only material authorized by the signature of the Union President or designee shall be permitted to be posted on said bulletin board.

C. The Township may have removed from the bulletin board any material which does not conform with the intent of the above provisions of this Article.

ARTICLE X

HOURS, OVERTIME & EMERGENCIES

A.1. The Union recognizes the right of the Township to schedule all bargaining unit personnel to work a forty (40) hour per week shift, consisting of a work day of eight (8) hours, including a one-half (1/2) hour paid meal period.

2. The work day presently consists of not more than eight (8) consecutive hours. The work week presently consists of five (5) consecutive eight (8) hour days followed by two (2) days off for a period of two (2) weeks. In the third week of each cycle, the work week presently consists of five (5) consecutive eight (8) hour days, followed by three (3) days off. Each work day consisting of eight (8) hours shall include a one-half (1/2) hour paid meal period.

3. The Union recognizes that the Chief of Police or his designee can change the work schedule to create a more efficient operation, as determined by the Chief of Police or his designee.

B. 1. When an employee is required to work overtime in excess and in continuation of his/her regular day's shift, he/she shall be compensated at the rate of one and one-half (1 1/2) times his/her regular base hourly rate of pay for all time worked.

2. An employee may request compensatory time off in lieu of 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 forty (40) hours compensatory time, to be taken as scheduled and mutually agreed to by the employee and his/her immediate supervisor.

3. Compensatory time, as outlined in Section B2 above, may, at the employee's option, be used in lieu of sick leave, but in no event can it exceed three (3) consecutive sick days at any given time. Compensatory time used in lieu of sick leave is subject to the same provisions as the use of sick time pursuant to the Sick Leave Article.

C. If an employee is recalled to duty or is called to duty on an off-duty day, he/she shall receive a minimum guarantee of two (2) hours compensation at the overtime rate, provided said recall duty is not contiguous with the employee's normal shift.

D. 1. In the event an employee is required to testify or appear in court during his/her off-duty time, he/she shall receive overtime as per this Article for all time spent in court.

2. An employee who has been served with a subpoena requiring their availability to testify or appear in court on his/her off-duty time, shall receive overtime in accordance with this Article for all time spent while on call, so long as the testimony is required as a consequence of the performance of their duties.

E. As far as practicable, overtime shall be distributed equally amongst bargaining unit employees.

F. As far as practicable, overtime shall continue to be distributed on a rotating seniority basis.

ARTICLE XI
SALARIES

A. Effective January 1, 1991 all employees shall be paid in accordance with the following schedule:

<u>Classification Level</u>	<u>Salary</u>
Dispatcher - Level 1	\$17,310.00
Dispatcher - Level 2	18,546.00
Dispatcher - Level 3	19,782.00
Dispatcher - Level 4	21,019.00
Dispatcher - Level 5	22,255.00

B. Effective January 1, 1992, all employees shall be paid in accordance with the following schedule:

<u>Classification Level</u>	<u>Salary</u>
Dispatcher - Level 1	\$18,435.00
Dispatcher - Level 2	19,751.00
Dispatcher - Level 3	21,068.00
Dispatcher - Level 4	22,385.00
Dispatcher - Level 5	23,702.00

C. The "levels" used above in Section A and B are not to be construed as automatic step increases or in any way related to an employee's years of service. Movement upward from one level to another is discretionary with the Chief of Police or his designee, upon budgetary approval of the Governing Body, and shall be based upon the evaluation and recommendation of the employee's immediate supervisor and the Township Administrator.

D. 1. Any employee promoted within the bargaining unit shall have all applicable monies and salary rates applied retroactive to the date of promotion or employment in the respective titles.

2. Benefits based upon years of employment shall be measured from the date of permanent hire by the Township. Years of service shall be the length of continuous employment of an employee by the Township as measured from the date of permanent hire.

3. Whenever the Township creates and/or utilizes a "new" job title from the Civil Service listing, which the Department of Personnel indicates as "available" to all Local Governments to utilize, the Township will notify the Union and the range for the job title will be negotiated.

4. Seniority for the purposes of this Article is defined as continuous employment of an employee by the Township.

E. All new employees shall receive the salary enumerated in Level One, except where, in the sole discretion of the Chief of Police, with the approval of the Governing Body, a new employee should start at a higher level due to experience and/or other circumstances.

ARTICLE XII

LONGEVITY

A. In addition to the salary noted in Article XI, longevity will be paid as follows, as determined by employment anniversary date:

<u>Years of Service</u>	<u>In Addition to Annual Pay</u>
After five (5) years of service through ten (10) years of service	\$500.00
After ten (10) years of service through fifteen (15) years of service	\$500.00
After fifteen (15) years of service through twenty (20) years of service	\$500.00
After twenty (20) years of service	\$500.00

B. The above increment to be included in annual salary payments.

C. Those who already receive percentage longevity are to remain within that schedule.

ARTICLE XIII

HOLIDAYS

A. The following holidays shall be recognized:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans' Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	National Election Day (once every 4 yrs)
Labor Day	

B. If the Township Council or Mayor gives or declares a holiday to the other Township employees, then that day is granted to the employees covered by this contract. The term "holiday" does not include emergency closings.

ARTICLE XIV

HEALTH AND LIFE INSURANCE

A. The Township agrees to continue the present health insurance coverage, which is presently supplied through Connecticut General Life Insurance Company, with no change in the level of benefits for the life of this Agreement.

B. 1. The Township shall provide an HMO option in accordance with State Statute.

2. The benefits provided under the HMO option shall be at least equal to the benefits provided pursuant to Section A of this Article.

3. The Township agrees to provide the HMO option at no cost to the employee up until December 31, 1992. Effective December 31, 1992, any cost for the HMO option in excess of the cost of the premium for the benefits provided pursuant to Section A of this Article shall be borne by the employee.

C. The Township agrees to pay the entire premium for the present dental insurance coverage for the life of this Agreement. Any increases in the premium, above the premium in effect on December 31, 1992 shall be borne by the individual employee or the Union.

D. The Township agrees to continue to provide a group life insurance policy for each employee in an amount not less than ten thousand (\$10,000.00) dollars. Said policy shall be terminated when the employee is no longer employed by the Township.

E. If at any time the Township shall decide to change policies, a representative of the Union will review the policies with the representative of management.

F. The Township has the right to change insurance carriers or institute a self-insurance program so long as equivalent or better benefits are provided.

G. All bargaining unit employees shall continue to be covered by the Township's Worker's Compensation, Disability and/or Liability Insurance Policies.

ARTICLE XV

VACATION

A. Employees shall receive annual vacation leave in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>VACATION ENTITLEMENT</u>
1 - 5 years	12 working days
6 - 10 years	15 working days
11 - 15 years	18 working days
16 - 20 years	21 working days
over 20 years	25 working days

B. 1. By January 1 of each year, a tentative annual work schedule for the following work year shall be provided.

2. Vacation requests submitted prior to March 1 shall be scheduled on a seniority basis. Any vacation requests submitted after March 1 shall be scheduled on a first-come-first-served basis.

3. The Chief of Police or his designated representative shall post a finalized schedule and notify the employee of his approved vacation by March 1. However, the Chief of Police or his designated representative reserves the right to change schedules to meet the needs of the Township.

4. The Chief of Police or his designated representative shall notify the employee at least five (5) days in advance of any change or modification of a vacation schedule, except in case of emergency.

C. For the purpose of this Section only, vacation days shall accrue on a pro-rated monthly basis. Any month in which an employee is absent for more than fifty (50%) percent of his or her scheduled work days due to disciplinary suspension said employee shall not accrue any vacation time for that month. If an employee fails to return from a leave of absence without pay, said employee shall be considered not to have accrued any vacation time during said leave of absence.

ARTICLE XVI

PERSONAL DAYS

A. All bargaining unit personnel may request up to a maximum of three (3) personal days per year for personal, business, household or family matters described in this Article and shall be non-accumulative. Approval of said personal days shall not be unreasonably withheld.

B. Business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside the work day.

C. Personal, household or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his family.

D. Application in duplicate for a personal day containing the reasons for the leave must be submitted at least forty-eight (48) hours in advance, except in case of emergency. Emergency days may be granted for an unforeseen occurrence which necessitates the presence of the employee and for which the individual had no prior knowledge and is unable to resolve the situation outside the work day. Personal leave will not be granted if it interferes with the manpower needs of the Department.

ARTICLE XVII

SICK LEAVE

A. All permanent employees, or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

B. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, or for the attendance of the employee upon a member of the immediate family who is seriously ill. The definition of "immediate family" will be those same persons as listed in Article XVIII entitled "Bereavement Leave" as well as any relative of the employee residing in the employee's household.

C. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

D. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

E. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.

F. All employees shall be reimbursed for accrued sick leave at the time of termination of his employment, upon the basis of fifty (50%) percent of accumulated sick time, provided, however, the Township shall be responsible for any amount exceeding ten thousand (\$10,000.00) dollars.

G. If an employee is absent for reasons that entitled him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time, or where emergency makes such notification impossible. In case of emergency notification should be given as soon as possible.

1. Failure to so notify his supervisor may be cause of denial of the use of sick leave for the absence and constitute cause for disciplinary action.

2. Absence without notice for five (5) consecutive days shall constitute a resignation.

H. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

I. An employee who has been absent on sick leave for periods totaling fifteen (15) days in one (1) calendar year consisting of periods of less than five (5) days, may be required to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or

less, in which case only (1) certificate shall be necessary for a period of six (6) months.

J. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

K. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

L. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his duties and that the return will not jeopardize the health of other employees.

M. For the purpose of this Section only, sick days shall accrue on a pro-rated monthly basis. Any month in which an employee is absent for more than fifty (50%) percent of his or her scheduled work days due to disciplinary suspension said employee shall not accrue sick time for that month. If an employee fails to return from a leave of absence without pay, said employee shall be considered not to have accrued any sick time during said leave of absence.

ARTICLE XVIII

BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay which may commence between the day of death up to an including the day of the funeral, but in no event to exceed five (5) consecutive work days.

B. The term "immediate family" shall include spouse, father, mother, stepmother, stepfather, son, daughter, stepson, stepdaughter, brother, sister, stepbrother and stepsister.

C. In the event of death of the employee's mother-in-law, father-in-law, or grandparent, the employee shall be granted time off without loss of pay which may commence between the day of death up to an including the day of the funeral, but in no event to exceed three (3) consecutive work days.

D. If additional time is needed by an employee to fulfill obligations in the event of a death in the family, he or she shall be permitted, with the approval of the Department Head, to utilize his or her accrued time off (vacation days, compensatory days, personal days) as extended bereavement leave.

E. In the event of a death of an employee's aunt, uncle, first cousin, brother-in-law or sister-in-law, the employee, upon the approval of the Department Head, shall be permitted to utilize his or her personal accrued time (vacation days, compensatory days, personal days), solely for the purpose of attending the funeral.

F. If extenuating circumstances exist, the Department Head and/or the Business Administrator may, at their sole discretion, extend the bereavement leave. In addition, the Department Head and/or Business Administrator may, at their sole discretion, allow a bereavement period for persons not listed above who are related to the employee.

ARTICLE XIX

LEAVES OF ABSENCE

A. Leaves of absence without pay may be granted, at the discretion of the Township, to permanent employees for a period not to exceed six (6) months at any one time, subject to approval by the Department of Personnel.

B. Such leaves may be renewed by the Township for an additional period not to exceed six (6) months.

C. Any additional renewals may not be granted except upon the approval by the Department of Personnel for reasons as established by Department of Personnel Rules and Regulations.

ARTICLE XX
INJURY LEAVE

A. In the event an employee becomes disabled by reason of a service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year.

B. Any employee who is injured, whether slight or severe, while working, must immediately, or as soon as practically possible, report said injury to the Immediate Supervisor.

C. It is understood that the employee must file an injury report with the Immediate Supervisor so that the Township may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certificate from time to time.

E. If the Township does not accept the certificate of the physician by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

F. In the event the Township appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Township appointed physician. Then the Township and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

G. The Township, at its option, and upon certification by the Township appointed physician, may extend the disability pay for no more than one (1) additional year. The Township appointed physician must certify that the employee is incapable of performing his duties for the additional time period.

H. In the event any employee is granted said injury leave, the Township's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payments received from other sources provided by the Township.

ARTICLE XXI

PENSION PLAN

A. The Township shall continue for the lifetime of this Agreement to pay the Township's portion of the pension costs under the Public Employees Retirement System of New Jersey at the signing of the Agreement.

ARTICLE XXII

UNIFORMS

A. For the purpose of maintaining a uniform standard for Police Radio Dispatchers, the Township agrees to provide, maintain and replace, all uniforms in accordance with departmental SOPs. When a Dispatcher has completed the ninety (90) day probationary period he/she will be issued their proper uniform in accordance with this Article.

B. All Police Radio Dispatchers will adhere to all departmental SOPs regarding wearing of and conduct in the uniform that is representative of the Police Department of the Township of Marlboro.

C. The Police Radio Dispatchers' uniform shall consist of:

1. Five (5) winter shirts (long sleeve).
2. Five (5) summer shirts (short sleeve).
3. Four (4) pair standard uniform trousers.
4. Two (2) neckties, standard uniform black (male).
5. One (1) standard uniform belt, black.
6. One (1) pair standard uniform shoes or boots, black.
7. One (1) jacket, summer, light weight.
8. One (1) uniform badge, Dispatcher.
9. One (1) name plate.
10. One (1) complete set uniform collar pieces.

NOTE: All uniform shirts to be provide with appropriate shoulder patches.

D. Any part of the uniform and/or equipment that is lost and/or damaged as a result of negligence on the part of the employee will be replaced at the expense of the employee.

E. Management has the prerogative of conducting an inspection of all uniforms and/or equipment issued to Police

Radio Dispatchers. However, a three (3) day notice must be provided prior to such an inspection.

ARTICLE XXIII

EMPLOYEE TRAINING

A. When the Township determines, in the exercise of its discretion, that specialized employee training is desirable and/or appropriate, it shall, where possible, endeavor to distribute such training on an equitable basis within each bureau of the Department.

B. The cost of all training which is required by the Township shall be borne by the Township.

C. The Township reserves the right to assign a suitable Township vehicle for the purpose of transportation to and from assigned training sessions and other in-service schools.

D. The opportunity to participate in such training shall not be unreasonably denied.

E. The Township agrees to pay for the tuition and books required when an employee enrolls in a job related course. The Township also agrees to give the employee the Township approved mileage allowance for attending said job related courses.

F. To be eligible for this benefit, the employee must receive prior approval from his/her immediate supervisor, and then from the Business Administrator. Approval of this benefit shall be at the final and sole discretion of the Business Administrator.

ARTICLE XXIV

MEAL AND MILEAGE ALLOWANCE

A. Upon prior request and approval of the Business Administrator or the Chief of Police or his designated representative, employees shall receive a meal allowance for required attendance at training schools, and for required appearances before county, State, and Federal courts, Grand Jury, or any governmental agency. The amount of the meal allowance shall be determined by the Business Administrator, Chief of Police, or his designated representative.

B. Whenever an employee is required to utilize his/her personal vehicle in connection with Township business, he/she shall be reimbursed at the going rate as determined by the Township for all Township employees.

ARTICLE XXV

SENIORITY

A. Traditional principles of seniority shall apply to employees covered by this Agreement as to the selection of vacation periods and compensatory days off, and reductions in force, where the qualifications of the eligible employees are equal.

B. Seniority shall be one (1) factor considered as to promotion, where the qualifications of the eligible employees are equal, as determined by the Township, except where promotions are governed by Civil Service statutes, rules and regulations.

C. Seniority is defined to mean the accumulated length of service with the Department computed from the date of hire by the Department of Personnel.

D. Seniority will be considered for work assignments. However, the final decision will remain with the Chief of Police, or his designee.

E. An employees' length of service shall not be reduced by time lost due to authorized leave of absence for bona fide illness or injury certified in accordance with the Injury Leave Article.

F. Seniority shall be lost, and employment terminated, if any of the following occur: (a) discharge; (b) resignation; (c) absence for five (5) consecutive work days without leave or notice of justifiable reason for failing to give same.

G. The interpretation and application of this Article shall be in conformity with all applicable statutes and Department of Personnel rules and regulations.

ARTICLE XXVI

SEPARABILITY & SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall not be affected thereby and shall continue in full force and effect.

B. If any such provision is declared invalid by operation of law, parties to this Agreement will forthrightly entertain re-negotiations on the invalid provision.

ARTICLE XXVII

FULLY BARGAINED PROVISION

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. The Township and the Union, for the life of this Agreement, agree that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

D. This Agreement may be modified in whole or in part by the parties by an instrument in writing only executed by both parties.

ARTICLE XXVIII

TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 1991 and shall remain in effect to and including December 31, 1992, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter. Should the parties hereto fail to reach an agreement for a new contract before the termination of this contract, the terms and conditions of this contract shall continue until the new one is signed changing the terms and conditions retroactive to January 1, 1993.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Marlboro Township, New Jersey on this 26th day of November, 1991.

COMMUNICATIONS WORKERS OF AMERICA, LOCAL NO. 1044

MARLBORO TOWNSHIP
MONMOUTH COUNTY, N.J.

By: President

Margaret J. Margiotta
MAYOR 12/14/91

By: Staff Representative

ATTEST:

By: Union Negotiating Team

Lucretia Piccolini
CLERK

By: Union Negotiating Team

By: Union Negotiating Team