



1976

COLLECTIVE BARGAINING AGREEMENT

Between

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1032

and

WASHINGTON TOWNSHIP MORRIS COUNTY, NEW JERSEY

January 1, 1994 - December 31, 1996

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PREAMBLE

This Agreement, entered into the day of , 1995, by and between the Township of Washington, in the County of Morris, a public employer in the State of New Jersey (hereinafter referred to as the "Township" or "Employer") and the Communications Workers of America, LOCAL 1032 (hereinafter referred to as the "Union"), provides as follows:

ARTICLE 1 - RECOGNITION

The Township hereby recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and regular part-time civilian police communications operators/radio dispatchers employed by the Township and excluding casual employees, police employees, fire fighters, supervisors, professional employees, confidential employees, managerial executives within the meaning of the Act and all other employees of the Township.

ARTICLE 2 - DUES DEDUCTION AND AGENCY FEES

A. Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly Union dues of such an employee from his pay and remit such deduction by the tenth day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. Such deductions are defined and shall be made in compliance with "Title 2 of the Revised Statutes" as amended by Chapter 345, P.L. 1981. The authorization shall remain in effect unless terminated by the employee who must give written notice of such cancellation (notice of withdrawal) to the Employer and the Union. Such termination of dues deductions shall take place as of the January 1st or July 1st next succeeding the date on which written notice of withdrawal is filed by an employee with the Employer and the Union.



B. Any employee in the bargaining unit on the implementation date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, or any member who subsequently resigns from Union membership, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85% of the regular Union membership dues, fees and assessments as certified by the Union to the Employer.

C. Dues deductions and agency fees for all employees covered by the terms and conditions of this Agreement, along with a list of said employees and the amounts deducted, shall be sent to:

**Communications Workers of America, Local 1032
900 Brunswick Avenue
Trenton, N.J. 08638
Attention: Local Treasurer**

Dues and agency fee deductions shall be remitted to the Union no later than the tenth (10) day of the succeeding month for which the deductions were made.

D. 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 either in reliance upon the salary deduction authorization forms submitted by the Union to the Township or in reliance upon the representation fee deduction of this Article. It is specifically agreed that the Township assumes no obligation, financial or otherwise arising out of the provisions of this Article. Once the funds are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of the Union.



ARTICLE 3 - UNION RIGHTS

A. The Union shall have the right to designate two (2) members of the Union as Union representatives. The Union agrees to furnish the Township with the names of Union representatives in writing. Employees who are designated as Union representatives shall be permitted to investigate and process grievances during non-working hours.

B. Authorized Union representatives shall have the right to enter upon the premises of the Township between 8:00 a.m. - 4:00 p.m., Monday to Friday for the purpose of conducting normal duties relative to the enforcement and administration of this agreement so long as such visits do not interfere with the work being performed or with the proper service to the public. Union representatives shall confer with employees during breaks, lunch and other non-working hours of the employee.

C. The Union may use Township buildings and designated facilities at reasonable hours when not otherwise in use when authorized and scheduled by the proper Township authorities, for union business for this Local.

D. An employee may request use of vacation leave or unpaid leave to attend Union activities. Such leave may be granted provided that it will not interfere with the efficient operation of the Township and is requested in accordance with standard operating procedures for vacation and unpaid leave.

ARTICLE 4 - EMPLOYEE RIGHTS

An employee shall have the right to inspect his/her personnel file by giving forty-eight (48) hours (two working days) notice, in writing, to his/her Department Head. Inspections and copying of material may take place during normal working hours; a supervisory officer shall be present. The file shall not be removed from the premises. The employee shall have the right to prepare a written statement for submission into his/her file to rebut or clarify information prepared or placed in the file by the employer.



ARTICLE 5 - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

The Township and the Union may enter into collective negotiations to obtain a suitable replacement for any provision held to be contrary to law.

ARTICLE 6 - GRIEVANCE PROCEDURE

A. The term "grievance" as used herein means an appeal by an individual employee or group of employees or the Union on behalf of an individual employee or group of employees concerning the interpretation, application or violation of policies, agreements, and/or administrative decisions affecting them.

B. The following constitutes the procedure for resolving grievances:

Step 1: The aggrieved shall make an earnest effort to informally resolve the matter with the immediate supervisor within five (5) working days of the occurrence.

Step 2: If the matter is not informally resolved with the immediate supervisor, the aggrieved shall reduce the grievance to writing and submit it to the Chief within ten (10) working days of the discussion with the supervisor. The Chief or his designated representative shall answer the grievance in writing within five (5) working days of receipt of the written grievance.

Step 3: Within ten (10) working days of receipt of the Chief's answer or within ten (10) working days of the last day on which the Chief's answer is due, the aggrieved may appeal the grievance to the Township Committee by presenting his/her appeal in writing to the Township Administrator. The Township Committee shall conduct an informal hearing on the matter within twenty (20) working days of receipt of the appeal and shall answer the grievance in writing within ten (10) working days thereafter. However, if necessary, the Township Committee shall have an additional twenty (20) working days within which to hold the hearing, upon written notice to the Union and the grievant.



Step 4: If dissatisfied with the Township Committee's decision concerning a grievance and if the grievance alleges that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, the Union may move the grievance to arbitration within ten (10) working days of receiving the Township Committee's decision or within ten (10) working days of the date the decision was due.

If the grievance concerns any other matter besides a violation, misinterpretation or misapplication of any of the provisions of this Agreement, the decision of the Township Committee shall be the final administrative decision.

C. If the Union wishes to move a grievance to arbitration, it shall use the procedures of the New Jersey Public Employment Relations Commission to select an arbitrator. The arbitrator shall hear the matter and render his/her decision and award in writing. The decision of the arbitrator shall be final and binding on the parties. The cost of the arbitration shall be borne equally by the parties.

D. Time extensions at any step of the grievance procedure may be mutually agreed to by the Township and the Union in writing. A group or policy grievance shall be presented, in writing, by the Union, at the lowest step at which a settlement may be obtained.

ARTICLE 7 - SENIORITY/LAYOFF

A. Seniority shall be defined as the length of service since the date of original hire in the classifications full-time civilian dispatcher or regular part-time dispatcher uninterrupted by termination, resignation or retirement.

B. Seniority shall be used as a criteria in those terms and conditions of employment on which the parties may agree, such as vacation scheduling and other requested time off (i.e., personal time, holiday time, etc.



C. In the event of layoff, the required reductions shall be made taking into account the efficient operation of the Department and seniority.

D. The Employer shall give thirty (30) day advance notice of layoff. Laid off employees shall remain on a recall list for twelve (12) months. The notice of recall shall be made by certified mail or telegram to the last address of the employee on record with the Employer. Recall notice shall not require return to work earlier than one (1) week from the date of notice.

E. Seniority shall terminate when the employee quits or resigns, when the employee is discharged, when the employee is laid off for a period in excess of twelve (12) months, upon absence without leave in excess of three (3) working days, upon failure of an employee to accept recall within one (1) working week of receipt of notice of recall from the Township, and upon failure to return from an approved leave of absence.

F. Employees on authorized leaves of absence (unpaid) shall not lose seniority rights, but shall not accrue seniority during such leaves.

ARTICLE 8 - SALARIES

A. All employees shall receive a salary increase of four (4%) percent retroactive to January 1, 1994; an additional salary increase of four and one-quarter (4-1/4%) percent retroactive to January 1, 1995; and an additional salary increase of four and one-quarter (4-1/4%) percent effective January 1, 1996.

B. Based on Section (A) above, the annual salary and wage structure for employees shall be as follows:

	Salary As of <u>1/1/94</u>	Salary As of <u>1/1/95</u>	Salary As of <u>1/1/96</u>
Start, Without 911 Experience	\$22,241.44	\$23,186.70	\$24,172.13
Start, With 911 Experience	\$24,146.72	\$25,172.95	\$26,242.80
Step 2 (at 6 months)	\$26,050.96	\$27,158.12	\$28,312.34
Step 3 (at 18 months)	\$29,860.48	\$31,129.55	\$32,452.55
Step 4 (at 30 months)	\$33,671.04	\$35,102.05	\$36,593.88



ARTICLE 9 - HOURS OF WORK

A. The formal workweek shall be determined in accordance with the shift schedule prepared by the Chief of Police or his/her designee. The Union shall be notified two (2) weeks in advance of any change in said schedule.

B. Employees may upon mutual written request and with the approval of the Chief or his/or her designated representative exchange work hours or days off. Except in an emergency, the Chief or his/her designated representative shall be given at least twenty-four (24) hours of prior notification regarding employee requests to exchange work hours or days off. The Chief or his/her designee may waive the prior notification requirement.

C. Overtime at the rate of time and one-half (1-1/2) the regular hourly rate shall be paid for all hours actually worked in excess of the scheduled tour of duty. At the employee's option, compensation for such overtime shall be in cash or taken a compensatory time (i.e., 1 hour overtime = 1-1/2 hrs compensatory time).

D. In the event an employee is called back to work outside of the employee's regularly scheduled hours, the employee shall be paid a minimum of two (2) hours at the overtime rate.

E. Compensatory time can be accumulated up to sixty-six (66) hours (66 x 1.5 = 100 hours).

ARTICLE 10 - MEDICAL, LIFE INSURANCE AND PENSION BENEFITS

A. The Township shall provide full coverage to those employees enrolled in the DPP (Designated Provider Program) effective July 1, 1995. Employees can opt to be enrolled in the Traditional Plan (which includes the PPO-Preferred Provider Option), but must pay the difference between the DPP and Traditional plans. The only time an employee may switch insurance plans is during the yearly open enrollment time period designated by the Township.



The Township may, at its option, change the carrier providing health benefits to the bargaining unit if (1) the Township meets and confers with the Union to discuss the proposed changes at least ninety (90) days prior to execution of a new insurance contract, and (2) the coverage afforded by any such new health insurance carrier provides substantially similar benefits and a procedure for claims processing that is no more onerous than the carrier which is proposed to be replaced.

B. The life insurance benefits currently provided the employees and the present level of employee contribution toward the cost, if any, shall continue in full force and effect.

C. The Township shall continue to contribute to the Public Employees Retirement System.

ARTICLE 11 - LONGEVITY

A. In addition to contractual salary or hourly wages, all full-time employees are entitled to the following longevity increases applied to annual earnings:

<u>Years of Completed Service</u>	<u>Longevity Increase</u>
6 to 10 years	\$1,600
11 to 14 years	\$2,000
15 years or more	\$2,300

B. Longevity shall be computed from the appointment date of employment as full-time dispatchers and paid once annually.

ARTICLE 12 - HOLIDAYS

A. The following paid holidays shall be observed:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day



B. If a holiday falls on a Sunday, the Monday after shall be considered and recognized as the holiday for purposes of this agreement. If a holiday falls on a Saturday, the preceding Friday shall be considered and recognized as the holiday for the purpose of this Agreement.

C. The Township shall pay nine (9) day's pay to each full-time employee on November 15 and three (3) day's pay to each full-time employee as compensation on December 31st.

D. Any employee scheduled to work on a holiday who requests, and is granted the day off, shall not receive holiday pay at the end of the year for that day.

ARTICLE 13 - VACATIONS

A. The vacation leave shall be computed on a calendar year basis from January 1st through December 31st. Full-time employees shall receive the following vacation time:

1. In the first calendar year of service, after the completion of two (2) months of service, the employee shall be entitled to 3/4 vacation day for each full month worked up to a maximum of seven and one-half (7-1/2) vacation days in that year.

2. For the second through the fifth year of service - ten (10) paid vacation days per year.

3. At the start of the calendar year in which the employee completes his/her sixth full year of service, the employee becomes eligible for fifteen (15) days of paid vacation. Example: employee hired full-time in September, 1981, becomes eligible for fifteen days paid vacation starting January 1, 1987.

4. At the start of the calendar year in which the employee completes his/her eleventh full year of service, the employee becomes eligible for twenty (20) days of vacation.



B. An employee desiring to use his/her vacation time will notify the Chief of Police or his/her designee in advance. The Chief or designee will schedule vacation requests. Reasonable efforts will be made to accommodate employee's choice. Conflicts between employees in scheduling vacation leave shall be resolved by seniority.

C. Any employee whose service with the Township terminates shall have unused vacation time paid to him/her or to the employee's legal representative in the event of his/her death.

D. All vacation shall be used by the end of the year unless the Township requests the delay. In that event, those earned vacation days may be carried over, with those days being utilized by June 30th of the following year.

E. An employee may carry over five (5) vacation days from one year to the next upon written request to the Chief of Police or his/her designee by September 1st. The Chief of Police shall make a recommendation to the Township Committee which will make the final decision, which is not subject to the grievance procedure.

ARTICLE 14 - PERSONAL LEAVE, BEREAVEMENT LEAVE AND JURY DUTY

A. **Personal Leave:** Full-time civilian dispatchers shall be entitled to two (2) paid personal leave days each calendar year, at the discretion of and with the approval of the Chief of Police or his/her designee.

B. **Bereavement Leave:** Each full-time civilian dispatcher shall be granted leave with pay, not to exceed three (3) days, in the event of the death in his/her immediate family. The term "immediate family" for the purpose of this contract shall include:

1. The employee's spouse or life partner who shares the same domicile, child, parents, brother, sister or grandparent;



2. The employee's spouse's parents, child, brother, sister or grandparent;
3. A relative living under the same roof.

The three (3) days allotted for bereavement leave are to be taken between the date of the death and the funeral, and are to be take consecutively.

C. **Jury Duty:** Any full-time employee who loses time from his or her job because of jury duty shall be paid by the Township the difference between his or her daily base rate of pay and the daily jury fee for a maximum of two (2) weeks.

D. **Definition:** The inclusion of life partner in the definition of immediate family only applies to the Bereavement Leave Section of this Agreement.

ARTICLE 15 - SICK LEAVE

A. Sick leave shall be computed on a calendar year basis from January 1st through December 31st. Each full-time employee shall receive two and one-half (2-1/2) days per quarter worked during the first calendar year of employment. For succeeding years, the employee shall be eligible for sick leave based on ten (10) days per year.

B. Based upon merit, service, and extenuating circumstances, the Township Administrator may determine extensions of sick leave up to five (5) working days beyond an employee's earned allotment dues.

C. On the first pay period of each calendar year, employees shall receive pay for fifty percent (50%) of any unused sick days in the previous calendar year. Unused sick days will not be accumulated.

D. In addition to the sick leave above, the following benefits shall be available:



EXTENDED SICK LEAVE:

Each full-time employee shall receive additional sick leave in the amount of seven (7) days for each year of service up to a maximum of 28 days under the following circumstances:

Hospitalization of major illness, recuperation from which required the employee to miss more than ten (10) consecutive working days. The added sick leave shall apply only to those days over and above the ten (10) consecutive work days missed due to hospitalization or recuperation. A doctor's certificate will be required to establish eligibility. In addition to the sick leave granted for any single major illness or hospitalization which extends more than 28 days, paid sick leave will be granted from the 29th calendar day to the 182nd day. Proof of eligibility for extended benefits will be required in the form of a doctor's certificate and may require examination and certification by a doctor appointed by the Township Committee.

The employee's yearly allotted sick leave shall be utilized first in order to receive any additional sick leave. If in the event the employee does not have his/her original ten (10) days sick leave available, the employee shall use any other benefit time available to reach the first ten (10) days. If the employee is unable to reach the first ten (10) days and/or the employee does not have enough years of service to reach the 28th day, as defined above, that time will be taken as unpaid.

ARTICLE 16 - UNPAID LEAVES OF ABSENCE

A. With the recommendation of the Chief of Police, and with the approval of the Township Committee, any employee may be granted a leave of absence without pay.

B. An employee on leave of absence without pay, except military leave, does not accrue vacation leave, sick leave or any other benefits. No payment will be made to any pension plan or health plan during this leave of absence, however, unless the employee agrees to bear all costs.



C. A leave of absence shall not exceed ninety (90) days in length, after which it may be reconsidered and any requested extension may either be granted or denied.

D. Employees are required to notify the Township of the anticipated date of return, as soon as such date is known to the employee, but in no event less than sixty (60) days prior to such date. Failure to return on such date without notice shall be considered a voluntary resignation.

E. The Township shall have the sole discretion in matters of leaves of absence and each decision made shall be on its own merits. In no event shall the decision whether or not to grant a leave be precedent-setting as to any other decision regarding a leave, nor shall denial be the subject of a grievance.

F. Any rights granted under the "Family and Medical Leave Act" are not covered by this Article. Any such instances shall follow the guidelines established under the Family and Medical Leave Act.

ARTICLE 17 - WORKER'S COMPENSATION LEAVE

A. Until a submitted injury claim has been accepted by the Township's insurance company as a valid Worker's Compensation claim, time will be charged against the injured employee's benefit time. At the time the claim is deemed valid, any benefit time charged will be restored.

B. When an employee receives a Worker's Compensation check and gives it to the Township, he/she shall receive a check from the Township equal to his/her weekly salary. Any employee out on extended Worker's Compensation will receive full pay from the date of the incident until the 182nd day or the maximum time under the extended sick provision. From the 183rd day until the employee returns to full duty, he/she will receive the check issued from Worker's Compensation as full pay.

C. After day 183, the Employer shall assume the Employer's and the employee's share of pension costs (but not contributory insurance) and the employee shall be entitled to medical insurance under COBRA.



ARTICLE 18 - BREAKS

Reasonable efforts will be made to provide breaks and lunch pursuant to past practice. Upon approval of the immediate supervisor employees may leave the building during breaks and lunches.

ARTICLE 19 - EMPLOYEE TRAINING

Section 1: The Township shall pay employees at their regular wage rate for taking courses which employees are required by Local, City or State government to take in order to obtain any specialized training, certification, licenses and/or registrations required to perform the duties of their position. The Township shall also pay 100% of the employee's tuition and course materials costs for said courses.

Section 2: The Township shall provide a vehicle for the employee's use to attend such course(s). If, however, no municipal vehicle is available, the Township shall reimburse the employee mileage, at \$.22 per mile.

Section 3: The Township agrees to provide meal allowance up to \$8.00 per day, with receipts.

ARTICLE 20 - WORK RULES

The Employer has the right to implement reasonable new rules or modification of existing rules, which shall be provided to the Union representative at the earliest possible time, and under no circumstances in less than five (5) days before they take effect.

ARTICLE 21 - SAFETY

The Union reserves the right to call upon the Township to investigate any matter in which the Union feels that an employee is subject to possible impairment of health and safety.



ARTICLE 22 - PART-TIME EMPLOYEES

The hourly rates for part-timers shall be as follows:

Start Without 911 Certification	- \$ 9.00
Start With 911 Certification	- \$11.00
After 200 hours employment with Washington Township	- \$13.00
After 347 hours in the Prior Year	- \$15.00

ARTICLE 23 - BULLETIN BOARD

The Employer agrees to maintain a bulletin board for the use of the Union. The Union may post notices of meetings, official Union business, or social and recreational events. The site for such bulletin board shall be determined jointly by the Employer and the Union.

ARTICLE 24 - PROBATIONARY PERIOD

For purposes of obtaining permanent employment status, an employee must complete a probationary period of twelve (12) continuous months. The Township may terminate an employee within that twelve (12) month period without challenge, by either the employee or the Union, and without resorting to any grievance procedures or any other hearing procedure.

For purposes of receiving benefits, i.e., vacation, sick and personal time and health benefits, the employee must complete two (2) months of continuous employment.

ARTICLE 25 - NEW TECHNOLOGY

Should the Employer desire to introduce new technology, it shall discuss the impact, if any, with the Union at least sixty (60) days in advance, if possible.



ARTICLE 26 - DISCIPLINE/DISCHARGE

All discipline shall be progressive in nature and corrective in intent. Discipline for this purpose means any penalty greater than oral warning. However, drinking and/or drugs at the workplace, physical acts of violence or willful destruction of property will not be handled in a progressive manner.

An employee may appeal a disciplinary action or discharge through the grievance procedure.

ARTICLE 27 - MANAGEMENT RIGHTS

A. 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 Government and its properties and facilities, and the activities of its employees;
2. To hire all employees and to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;
3. To suspend, demote, discharge, or take other disciplinary action.

B. In the exercise of the powers, rights, authority, duties or responsibilities of the Township the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under national, state, county or local laws or ordinances.

D. The Township reserves the right to call no more than three (3) meetings per year that are mandatory in attendance but without compensation to the dispatchers.



ARTICLE 28 - NO LOCK-OUT, NO JOB-ACTION

A. The Township agrees that there will be no lock-out, and the Union agrees that there will be no job-action by the Union, by any person acting on its behalf, or by any employee covered by this Agreement.

B. Job-action includes a strike, walk-out, work stoppage, sick-out, slowdown, and any other action or inaction which interferes with the orderly progress of the work.

C. Should a job-action occur the Union will immediately order the person or persons involved to cease such action.

D. Employees who engage in job-action are subject to discipline up to and including discharge. Such disciplinary action, like any other disciplinary action, is subject to the grievance procedure including arbitration.

ARTICLE 29 - RE-SCREENING

The Township shall have the right to re-screen an employee who has been on a leave of absence or on layoff, for a period exceeding four (4) weeks, prior to being restored to active employee status.

ARTICLE 30 - UNIFORMS

The Township shall provide each employee with the following articles of clothing:

- 3 pairs of pants (polyester)
- 4 short-sleeved shirts
- 1 belt
- 1 pair of shoes

The Township shall be responsible for providing replacements for the above when they wear out or are damaged.



ARTICLE 31 - FULLY BARGAINED PROVISION

This Agreement represents and incorporates the understanding and settlement by the parties of all issues between the Employer and the Union. This Agreement shall not be modified in whole or in part except by an instrument in writing executed by both parties.

ARTICLE 32 - TERM OF AGREEMENT

This Agreement shall be and remain in full force and effect from January 1, 1994 to and including December 31, 1996. This Agreement shall continue in full force and effect until superseded by a successor Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Washington, Morris County, New Jersey on this 18th day of April, 1995.

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1032

Betty Verbeke CWA Local 1032
Raymond L Kenney

TOWNSHIP OF WASHINGTON, MORRIS COUNTY, NEW JERSEY

Margaret Nordstrom
Margaret Nordstrom, Mayor
Dianne S. Galletts
Dianne S. Galletts, Township Clerk