

850

AGREEMENT

Between

FREEHOLD TOWNSHIP

MONMOUTH COUNTY, NEW JERSEY

And

FREEHOLD TOWNSHIP

RADIO COMMUNICATIONS OPERATORS ASSOCIATION

AGREEMENT
10/1/92
RUTGERS UNIVERSITY

January 1, 1992 through December 31, 1993

Distribution:

- Radio Communications Operators Assn. (2)
- Township Administrator
- Assistant Township Administrator
- Director of Finance
- Police Chief
- Administration File (4)

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	2
II	MANAGEMENT RIGHTS	3
III	GRIEVANCE PROCEDURE	5
IV	HOURS AND OVERTIME	9
V	HOLIDAYS	10
VI	VACATIONS	11
VII	SICK LEAVE	13
VIII	HOSPITALIZATION & LIFE INSURANCE	17
IX	PENSION PLAN	18
X	UNIFORMS	19
XI	SALARY GUIDE	20
XII	SHIFT SUPERVISORS	21
XIII	LONGEVITY	22
XIV	NO-STRIKE PLEDGE	23
XV	SEPARABILITY AND SAVINGS	24
XVI	FULLY BARGAINED PROVISIONS	25
XVII	TERM AND RENEWAL	26

PREAMBLE

This Agreement entered into this 1st day of January, 1992, by and between FREEHOLD TOWNSHIP, in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township", and FREEHOLD TOWNSHIP RADIO COMMUNICATIONS OPERATORS ASSOCIATION, hereinafter called the "Association", represents the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE I

RECOGNITION

The Township recognizes the Association for the purposes of collective negotiations as the exclusive representative of the Freehold Township Radio Communications Operators.

ARTICLE II

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 Township Government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, 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 for good and just cause according to law.

B. The exercise of the foregoing 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 the specific and express terms of this Agreement and then only to the extent such specific

Management Rights (continued)

and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States, and ordinances of Freehold Township.

C. 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.

ARTICLE III
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting all persons covered by this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. 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 without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Association or the Township.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of Township initiated grievances which will proceed in accordance with Section D, and shall be followed in its entirety unless any step is waived by mutual consent:

Grievance Procedure (continued)

Step One:

The aggrieved shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within the said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The aforementioned ten (10) calendar day limitation may be extended upon presentation to the Police Chief of a physician's certificate attesting to the incapacity of the grievant to file within the prescribed time. The Police Chief shall render a decision within ten (10) calendar days after receipt of the grievance.

Step Two:

If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within ten (10) calendar days after the answer at the first step, except that in disciplinary action grievances, the request for a second step meeting shall be made within seven (7) calendar days after the answer is received at the first step. The Police Chief, or his designee, shall set a meeting within seven (7) calendar days after the request, or for such other time as is mutually agreeable. Said second step meeting shall be between

Grievance Procedure (continued)

the Municipal Administrator and the Police Chief with the Association representative and the Association Attorney, if requested by the grievant. The Municipal Administrator's answer to the second step shall be delivered to the Association within ten (10) days after the meeting.

Step Three:

If the aggrieved person is not satisfied with the handling or result of the grievance on the second level, he may within ten (10) calendar days notify the Township Committee that he wishes to have them rule on the aggrieved matter. A meeting shall be set within thirty (30) days after the Township Committee has received the request that it rule on the matter. At such meeting, the aggrieved may appear with a representative of the Association and the Association Attorney, if requested by the grievant. The Township Committee's answer at the third step shall be delivered to the Association within seven (7) calendar days after said meeting.

Step Four:

Should the aggrieved person be dissatisfied with the decision of the Township Committee, such person may file where appropriate for a Department of Personnel review.

D. Township Grievances

Grievances initiated by the Township shall be filed directly with the Association within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting

Grievance Procedure (continued)

shall be held within ten (10) calendar days after the filing of the grievance between representatives of the Township and the Association and its Attorney in an earnest effort to adjust the differences between the parties.

ARTICLE IV

HOURS AND OVERTIME

A. All members of the Association are required to work an average of forty (40) hours per week on a shift basis on a schedule approved by the Police Chief. In times of emergency, all members of the Department are subject to call unless they are on sick leave.

B. Members who work overtime that has been approved in advance by the Police Chief, or his designee, will be compensated for such overtime work. Overtime compensation shall be computed at one and one-half times (1 1/2) the regular rate of pay and shall take effect only after the employee has worked forty (40) hours per week, commencing at 01 hours on Saturday or 01 hours of the first day of any future designated work week.

C. Compensatory time may be accrued in lieu of overtime pay pursuant to the terms of the Fair Labor Standards Act. Such compensatory time shall be accrued at the rate of one and one-half (1 1/2) the regular rate of pay.

D. Compensatory time should be taken during the current calendar year and reasonable efforts will be made to give the employee the time of his choosing, unless the Township determines that the compensatory time cannot be taken because of pressure of work. Any accrued compensatory time resulting from the pressure of work as determined by the Township may be carried forward into the next succeeding year only and will be scheduled by the Police Chief to be taken in the next succeeding year.

ARTICLE V

HOLIDAYS

A. The following holidays shall be recognized:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Columbus Day
7. Veteran's Day
8. General Election Day
9. Thanksgiving Day
10. Memorial Day
11. Independence Day
12. Labor Day
13. Day After Thanksgiving
14. Christmas Day

B. All employees covered by this Agreement shall receive a days pay for nine (9) holidays and compensatory time for five (5) holidays, or a days pay for seven (7) holidays and compensatory time for seven (7) holidays.

ARTICLE VI

VACATIONS

A. Annual vacation leave with pay shall be earned at the following rate as determined on January 1 of each year. The term "annual leave" shall mean the total annual leave which has been previously defined as vacation days and personal days.

1. First (1st) through fifth (5th) year of employment
Fifteen (15) vacation days.

2. Sixth (6th) through eighth (8th) year of employment
Seventeen (17) vacation days.

3. Ninth (9th) through fifteenth (15th) year of
employment - Twenty-one (21) vacation days.

4. Sixteenth (16th) through nineteenth (19th) year of
employment - Twenty-three (23) vacation days.

5. Twenty (20) years and over - Twenty-four (24)
vacation days.

B. Vacation allowance must be taken during the current calendar year and reasonable efforts will be made to give the employee the time of his choosing unless the Township determines that the vacation cannot be taken because of pressure of work. Any unused vacation resulting from the pressure of work as determined by the Township may be carried forward into the next succeeding year only and will be scheduled by the Police Chief to be taken in the next succeeding year.

Vacations (continued)

C. In the event an employee covered by this Agreement is called in to work after the commencement of his vacation, he shall be paid at the rate of time and one-half his regular straight time rate for all work performed and will have his vacation time rescheduled at a future date.

ARTICLE VII

SICK LEAVE

A. SERVICE CREDIT FOR SICK LEAVE

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

2. 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. Sick leave may also be used for short periods because of death in the employee's immediate family or for the attendance of the employee upon the member of the immediate family who is seriously ill.

3. For the purpose of this Article, immediate family means father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, child, foster child, sister or brother of the employee. It shall also include relatives of the employee residing in the employee's household.

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

B. AMOUNT OF SICK LEAVE

1. 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 pro rata in every calendar year thereafter.

Sick Leave (continued)

2. 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 purpose.

3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment. Upon termination, the Township shall certify to the Department of Personnel the employee's accumulated sick leave which shall be made part of the employee's permanent record.

C. REPORTING OF ABSENCE ON SICK LEAVE

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situation where notice must be made prior to the employee's starting time.

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

b. Absence without notice of five (5) consecutive days shall constitute a resignation.

D. VERIFICATION OF SICK LEAVE

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

a. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting

Sick Leave (continued)

of periods of less than five (5) days, may be required to submit acceptable medical evidence of 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 one (1) certificate shall be necessary for a period of six (6) months.

b. 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.

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

3. 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 chosen by the employee from a panel of physicians designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. SICK LEAVE UPON RETIREMENT

1. Upon retirement from the Township Police Department in accordance with the provisions of the pension plan, an employee will be entitled to a terminal sick leave benefit in accordance

Sick Leave (continued)

with the following provisions:

a. One-half (1/2) day for each full day of unused sick leave.

b. Maximum benefit to which an employee may be entitled to under this Agreement is twelve thousand (\$12,000.00) dollars.

c. This Agreement becomes effective as of January 1, 1992 for employees who retire thereafter.

ARTICLE VIII

HOSPITALIZATION AND LIFE INSURANCE

A. The Township will provide enrollment benefits in Blue Cross/Blue Shield of New Jersey, effective September 1, 1989, for all employees and their families. Various Health Maintenance Organizations are also offered to the employee and family with a payroll deduction. The Township will provide insurance for the employee who has been on the payroll for two (2) months of continuous service at the beginning of the third (3rd) month of employment or as soon thereafter as possible under the provisions of the Plan.

B. The Township will continue to provide for each member of the Department the current group accidental death and disability coverage for the life of this Agreement. The aforementioned coverage shall be not less than seven thousand five hundred (\$7,500.00) dollars.

C. Dental Insurance - The Township will provide Delta Dental Plan of New Jersey, Inc. or equivalent for employee and their dependents as applicable.

D. The Township may, at its option, change any of the foregoing plans or carriers so long as substantially similar benefits are provided.

ARTICLE IX

PENSION PLAN

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

ARTICLE X

UNIFORMS

The Township shall continue to provide uniforms without cost to the Association. The uniform issue will be as determined appropriate by the Chief of Police. The cost of uniform cleaning will be assumed by the Township.

ARTICLE XI

SALARY GUIDE

A. The following guide shall be in effect during the life of this Agreement:

	<u>1992</u>	<u>1993</u>
Step 1	\$23,200	\$24,600
2	24,200	25,700
3	25,300	26,900
4	27,400	29,100
5	29,500	31,400

B. The starting salary shall be paid to members upon their entering the employ of Freehold Township. Step 2 shall be paid to members at the conclusion of the probationary period. Thereafter, Steps 3, 4 and 5 shall be paid upon the completion of the anniversary date.

C. Existing members will be placed on the appropriate step of the 1992 guide effective January 1, 1992.

D. On January 1, 1993, individuals will be placed on the appropriate step of the 1993 salary guide.

ARTICLE XII

SHIFT SUPERVISORS

A. An Operator who is responsible for a Dispatching Year and is so designated by the Police Chief, shall receive the following annual compensation, in addition to the salary noted in Article XI:

Additional one thousand one hundred (\$1,100.00) dollars per annum to be paid to shift supervisors.

B. Personnel so assigned may be changed at the sole discretion of the Chief of Police. This Article XII shall not be subject to the grievance procedure.

ARTICLE XIII

LONGEVITY

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

	<u>1992 - 1993</u>	
After fifth (5th) year of service to tenth (10th) year inclusive	\$ 700	\$ 800
From eleventh (11th) year to fifteenth (15th) year inclusive	800	900
From sixteenth (16th) year to twentieth (20th) year inclusive	900	1,000
Over twenty (20) years	1,100	1,200

ARTICLE XIV

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor 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 concerted willful absence of a member from his duties of employment), work stoppage, slowdown, walk-out or other job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by any Association member shall be deemed grounds for disciplinary action including possible termination of employment of such employee or employees.

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 Association or its members.

ARTICLE XV

SEPARABILITY AND SAVINGS

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 be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVI

FULLY BARGAINED PROVISIONS

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. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. 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 XVII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1992, and shall remain in effect to and including December 31, 1993, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred eighty (180) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Freehold Township, New Jersey, on this
day of _____, 1992.

FREEHOLD TOWNSHIP RADIO
COMMUNICATIONS OPERATORS
ASSOCIATION

BY *Joel Halpern*
JOEL HALPERN

FREEHOLD TOWNSHIP
MONMOUTH COUNTY, NEW JERSEY

BY *[Signature]*
MAYOR

ATTEST:

William Hulse
WILLIAM HULSE

ATTEST:

Romeo Casanova
TOWNSHIP CLERK