

SIDEBAR AGREEMENT

The following is a negotiated Sidebar Agreement between the Township of Galloway (hereinafter, the Township) and the Government Workers Union-Police Communications Unit (hereinafter, the "Union") entered into on the 29th of June, 2021.

WITNESSETH

WHEREAS, the Township is a public employer within the meaning of the New Jersey Employee-Employer Relations Act N.J.S.A 34:13A-1 et. Seq. (hereinafter, the "Act"); and

WHEREAS, the Union represents certain employees of the Township in the Police Communications Unit; and

WHEREAS, the Union is an employee representative within the meaning of the Act; and

WHEREAS, the Union and the Township executed a collective bargaining agreement on May 28, 2019, for the period which covers January 1, 2019, to December 31, 2022; and

WHEREAS, the Union and Township wish to address a certain modification to the Communications Unit work schedule and corresponding related provisions of the agreement as to overtime, sick, vacation, funeral leaves and wages as a result of changes made to the Communications workers' schedule initially to prevent the spread of the COVID-19 virus amongst its dispatchers; and

WHEREAS, said changes to work schedule are currently not in the previously included in the current executed collective bargaining agreement, and

WHEREAS, this sidebar agreement does not in any way, limit the Township ability to change the works schedule back to an eight-hour shift.

NOW THEREFORE, the parties agree to the following terms:

Article 14 Hours of Work

A. The provisions of Article Fourteen, Hours of Work and Overtime, are hereby modified by agreement of the parties in accordance with this sidebar agreement, amending Article 14 paragraph A of the existing Agreement accordingly.

B. The work week for all bargaining unit employees shall consist of seven (7) consecutive days beginning at 12:01 am Sunday and ending at 12:00 midnight Saturday. The workday shall be the period of twenty-four (24) hours starting and ending at midnight.

C. The work schedule shall be modified, effective retroactively to April 5, 2020, for all bargaining unit employees except for the Director of Communications and Assistant Communications Supervisor, to a four-week rotating schedule depicted in exhibit A attached

E. The parties agree that any claim for shift differential payment, whether retroactively to the implementation of the twelve (12) hour shift schedule or prospectively, is waived and will not be pursued in any forum.

Article 19 Vacation, 31 Sick Leave & 34 Funeral Leave

For purposes of implementing this sidebar agreement, for employees on a 12-hour shift schedule, other provisions such as those in the governing collective bargaining agreement which refer to "days" shall continue to be calculated based upon a "day" being 8 work hours. For example, and by illustration, under the presently governing agreement, sick leave under Article 10 paragraph A provides for sick time accrual measured in "days," and for ongoing purposes, the "days" accrued for sick leave purposes shall continue to be an 8-hour sick leave accumulation, despite the change in work schedule for these employees to 12-hour shifts.

Funeral Leave per Article 34 is further agreed to be amended to provide as follows:

- A. In the case of death in the immediate family of an employee working a twelve (12) hour shift schedule, the employee will be given up to four (4) working days, measured in twelve (12) hour days, or 48 hours. Immediate family shall include, for this purpose, the employee's spouse, child, civil union/domestic partner, mother or father, sister or brother, grandparent or grandchild.
- B. In the case of death in the family but not in the immediate family as defined in paragraph A, for an employee working a twelve (12) hour shift schedule, the employee will be given up to two (2) working days, measured in twelve (12) hour days, or 24 hours. Non-immediate family for this purpose shall include an employee's mother-or-father-in-law, daughter in law, son in law, stepmother, stepfather, legal stepchildren, aunt, uncle, brother-in-law, sister-in-law, or co-parent of the employee's child under eighteen years of age.
- C. No change from governing agreement.
- D. No change from governing agreement.

**FOR THE TOWNSHIP:
OF GALLOWAY:**



James Gorman, Mayor



Christian Johansen, Twp. Manager

FOR THE UNION:



David Tucker, President



Ian Capp, Director of Communications