



AGREEMENT

-Between-

TEAMSTERS LOCAL 11  
International Brotherhood of Teamsters

-And-

BOROUGH OF HAWTHORNE  
DISPATCHERS

September 2, 2020 through December 31, 2023

Michael Curcio  
President/Principal Officer

Elizabeth Williamson  
Secretary-Treasurer

Printed & Assembled by  
Teamsters Local 11  
Office Staff

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## AGREEMENT

This Agreement made and entered into this 24<sup>th</sup> day of May, 2021, by and between the Borough of Hawthorne in the County of Passaic, State of New Jersey, a municipal corporation of the State of New Jersey, (hereinafter called the “Borough”) and LOCAL NO. 11, International Brotherhood of Teamsters (“IBT”), (hereinafter called the “Union”), represents the complete and final understanding on all bargainable issues between the Borough and the Union.

### ARTICLE I RECOGNITION

#### Section 1

In accordance with the New Jersey Employer-Employee Relations Act, as amended, and the Rules of the Public Employment Relations Commission, we have conducted an investigation into the Petition for Certification filed by Teamsters Local 11, IBT – Docket No. RO-2021-008. The Petitioner has demonstrated by card check that a majority of the unit employees described below have designated the Petitioner as their exclusive representative for purposes of collective negotiations, and, no other employee organization has expressed a valid interest in representing these employees.

The Borough hereby recognizes the Union as the exclusive negotiating agent for all full-time and part-time regularly employed police dispatchers by Hawthorne Borough, excluding managerial executives, confidential employees and supervisors within the meaning of the act; craft employees, professional employees, police employees, casual employees, employees in other negotiation units and all other employees of the Borough.

The Union recognizes the need by the Borough to use per diem workers only in the event of an emergency to cover shifts caused by the unavailability of any full-time or part-time employees. Prior to using any per diem worker, the Borough shall make every attempt to cover the shift through overtime from among current full-time or part-time workers. Such per diem workers shall be limited to no more than 96 hours in any given month.

#### Section 2

The title “employees” shall be defined to include the plural as well as the singular and to include males and females.

#### Section 3

Unless otherwise indicated, the terms “employee” or “employees” when used in this Agreement refer to all individuals represented by the Union in the above defined negotiating unit.

**ARTICLE II**  
**EMPLOYEE RIGHTS**

Section 1

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under the New Jersey State Statutes and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

Section 2

No employee shall be disciplined, reprimanded, reduced in compensation or deprived of any professional advantage without just cause. Any such action asserted by the Borough, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth. However, employees who have not completed a 90-day probationary period shall not be entitled to grieve disciplinary actions. It is further agreed that, at the Borough's discretion, the probationary period may be extended twice, each time for a period of 30 days or a maximum of 60-day extension upon notification to the employee and the Union. Nothing herein shall impair the right of the Borough to terminate with or without cause or otherwise modify the work schedule of any employee during the Probationary Period or any extension thereof.

Section 3

Whenever any employee is required to appear before any Borough officials or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be notified of his/her right to have a Union representative present to advise him/her and represent him/her during such meeting or interview.

Section 4

Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing such activities do not violate any local, state or federal law. Any political or religious activities shall not be conducted during working hours.

**ARTICLE III**  
**CHECK OFF UNION DUES**

- (a) The Borough after receipt of written authorization from an employee shall deduct the dues from such employee's paycheck due to him or her on the first pay day of each month and shall transmit said monies to the Secretary-Treasurer of the Union. Any such employee who does not receive a paycheck on the first pay day of the month shall have his or her dues deducted from the first paycheck received in the month. Dues not deducted from the current month shall be deducted from the last paycheck of such employee when he or she leaves the employ of the Borough or upon his discharge. If no dues are deducted for the current month, a double deduction shall be made the following month in order to bring such employee up to date. The Borough agrees to forward the full name and address (or application obtained from the Shop

Steward) for all new employees who become Union members and for whom an initiation fee is deducted. The Borough further agrees to notify the Union when any employee is discharged, granted a leave of absence, leaves the employ of the Borough for any reason whatsoever, or is absent due to illness or injury for a period exceeding thirty (30) days. Members who do not receive any paycheck in a month shall have the dues deducted for the months when dues were not deducted from their first paycheck upon their return to work, unless the member has taken out a withdrawal card from the Union.

- (b) If an employee does not become a member of the Union during any membership year which is covered in whole or in part by the Agreement, said employee can opt to pay a voluntary representation fee to the Union for that membership year. The purpose of the voluntary representation fee is to offset the employee's per capita cost of services rendered by the Union as the majority representative.
- (c) Prior to the beginning of each membership year, the Union will notify the Borough in writing of the amount of the regular membership dues and initiation fee charged by the Union to its members for that membership year. The voluntary representation fee shall be eighty five percent (85%) of that amount.
- (d) Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Borough a list of employees who have not become members of the Union for said membership year.
- (e) The Borough will deduct the voluntary representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee in the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid:
  - i. Within twenty-one (21) days after receipt of the aforesaid list by the Borough; or
  - ii. Thirty (30) days after the employee begins his/her employment in the Union, unless the employee previously served in the Union and continued in the employ of the Borough in a non-Union position, or was on layoff, in which event the deductions will begin the first paycheck paid ten (10) days after the resumption of the employee's employment in the Union position, whichever is later.
  - iii.
- (f) Except as otherwise provided in this Article, the mechanics for the deduction of voluntary representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
- (g) The Union will notify the Borough in writing of any changes in the list provided as set forth herein and/or the amount of the voluntary representation fee, and such changes will be reflected in any deductions made more than twenty-one (21) days after the Borough received said notice.

- (h) On or about the last day of each month, the Borough will submit to the Union a list of all employees who began their employment in a Union position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.
- (i) The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and N.J.S.A. 34:13A-5.6, and membership in the Union shall be available to all employees in the Union on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Borough shall immediately cease making payroll and voluntary representation fee deductions as set forth herein.
- (j) The Union shall hold the Borough harmless from any claims raised against it by an employee as a result of fulfilling its obligation under Article 3.

**ARTICLE IV**  
**UNION REPRESENTATIVES**

Section 1

Union activities, in addition to the rights of representation set forth herein, may be conducted on Borough property provided such activities do not occur during normal work hours, except as set forth below.

Section 2

The Steward or his/her designee and the aggrieved member(s) shall be allowed to meet the Union's staff representative or attorney during working hours when said meeting is related to grievances, Public Employment Relations Commission (PERC) actions, disciplinary actions or potential disciplinary actions. Such meeting shall be with pay and not in any manner charged against the Steward, designee, or aggrieved member. The unit Steward and aggrieved member(s) shall be allowed to attend any grievance, arbitration or PERC hearing if (a) the hearing is during his/her regular shift, or (b) on his/her time off. The Borough will be provided reasonable written or verbal notice of such meetings.

Section 3

The Union shall notify the Borough or its designees of the current Union officers responsible for processing grievances.

Section 4

The Union shall not conduct membership meetings on Borough property without written permission of the Borough Administrator.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

Section 1: Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise concerning the terms and conditions of employment under this Agreement, and to provide for a fair opportunity to determine whether proposed discipline is for just cause.

Section 2: Definition

A grievance may be filed concerning the interpretation or application of this Collective Agreement, as well as policies and administrative decisions which affect terms and conditions of employment, and to contest disciplinary actions. A grievance may be filed by an individual, the Union on behalf of an individual, or the Borough:

Steps of the Grievance Procedure

Step One

a. The aggrieved employee or the Union on behalf of an aggrieved employee or employees shall institute action under the provision hereof within ten days of the occurrence of the grievance. In the ensuing five days after the filing of the grievance, an earnest effort shall be made to resolve the issue among the aggrieved employee, the shop steward and the Chief of Police or designee. If no voluntary resolution is reached, the Chief of Police or designee shall render a written decision within ten days after receipt of the grievance.

Step Two

a. If the grievance is not resolved at Step One, the Union may forward the grievance to the Mayor or designee within ten (10) days following the determination at Step One.

b. A conference may be held with the Mayor or his designee within five (5) days following the receipt of the grievance and a decision in writing will be rendered within ten (10) days following the conference if one is held or ten days from receipt of the grievance if a meeting is not held.

c. Where the grievance concerns a disciplinary action, the Mayor or his designee shall conduct a hearing within 21 days of the charges being preferred and issue a decision within ten (10) days of the hearing being concluded.

Step Three

a. If the grievance cannot be satisfactorily adjusted at Step Two within ten (10) days from a Step Two decision, either party may refer the question for final decision and determination to an impartial arbitrator to Public Employment Relations Commission under whose Rules an arbitrator shall be chosen. The arbitrator shall be bound and governed by the provisions of this Agreement or any amendment or supplement thereto. The costs for the services for the arbitrator shall be borne equally by the Borough and the Union. Any other expenses, incurred, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

- b. The arbitrator shall set forth his findings of fact and reasons for making the award and shall strike to issue a decision within thirty (30) working days after the conclusion of the arbitration hearing.
- c. The decision of the arbitrator shall be final and binding upon the parties.

**ARTICLE VI**  
**SENIORITY**

Section 1

Seniority is deemed to mean the accumulated length of continuous service as a dispatcher in regularly scheduled full or part-time capacity with the Borough, computed from the last date of hire. Service time will include time during an authorized paid leave of absence. Newly hired employees shall be considered probationary and shall have no seniority rights until they have completed their probationary period of employment at which time their seniority date will be the date of original employment.

Section 2

An employee shall lose all seniority rights for any one or more of the following reasons:

1. Voluntary resignation;
2. Discharge for just cause; or
3. Unexcused absence from work for five (5) or more working days.

**ARTICLE VII**  
**HEALTH PLAN**

Section 1

Except as modified herein, the Borough agrees to continue in effect the New Jersey State Health Benefits Plan "SHBP", including the medical and dental plans.

Section 2

The Borough reserves the right to change Dental or other insurance carriers or to self-insure as long as substantially equivalent benefits are provided.

Section 3

Retired employees shall be entitled to health insurance through the Borough at age 59 with the cost being borne equally (50% / 50%) between the employee and the Borough, provided the employee has 25 years of continuous service.

Section 4

Each employee shall make a contribution towards the cost of health benefits in accordance with tier 4 of P.L. 2011, Chapter 78, of the State of New Jersey.



**ARTICLE VIII**  
**HOURS OF WORK**

Section 1

Full-time dispatchers will follow the schedule of the patrol squad they are assigned to. Dispatchers will work on a Pitman rotation. The shifts are from 7:00am to 7:00pm and 7:00pm to 7:00am with a one and one-half (1 ½) hour break for every twelve (12) hours worked.

Section 2

The normal work week shall be deemed from Monday to Sunday and a pay period shall consist of a two (2) week period, consisting of a four (4) day work week and three (3) day work week, for a total of eighty-four (84) hours. Employees will be paid straight time for eighty (80) hours and the remaining four (4) hours will be compensatory time off in lieu of overtime (Garcia Pay).

Section 3

Dispatchers may swap days with other dispatchers provided the swap or switch from both dispatchers occurs within a one (1) week period, as defined in Section 1 above.

**ARTICLE IX**  
**BREAKS**

Section 1.

Employees are entitled to one-hour lunch break and two (2) fifteen (15) minute breaks during every twelve (12) hour shift to be taken at a reasonably convenient time during the shift with supervisory authorization.

Section 2.

Employees may leave the Communications Center during their break, provided they have supervisor authorization, but they are required to remain in communication in case of emergency. Employees may be called back during their break or meal break if there is an emergency during that time.

**ARTICLE X**  
**WAGES**

Retro: All wages shall be retro back to September 2, 2020

<b><u>Step</u></b>	<b><u>9/2/2020</u></b>	<b><u>1/1/2021</u></b>	<b><u>1/1/2022</u></b>	<b><u>1/1/2023</u></b>
1	\$36,000	\$36,000	\$36,000	\$36,000
2	\$38,000	\$38,000	\$38,500	\$38,600
3	\$40,000	\$40,000	\$40,500	\$40,700
4	\$42,000	\$42,000	\$42,500	\$42,800
5	\$44,000	\$44,000	\$44,500	\$44,900
6	\$46,000	\$46,000	\$46,500	\$47,000
7	\$47,000	\$47,000	\$48,000	\$49,500
8	\$48,000	\$49,000	\$50,500	\$51,500

**ARTICLE XI**  
**HOLIDAYS**

If an employee wishes to observe a religious or national holiday for which no regular holiday has been declared, he/she may charge the time off to accrued vacation, personal or sick leave, provided that he/she gives proper notification to the Chief of Police or his designee.

**ARTICLE XII**  
**JOB POSTING**

Whenever the Borough has an open position for a full-time Dispatcher and there are regularly-scheduled part-time dispatchers employed within the bargaining unit, the Borough shall consider all such part-time dispatchers as candidates and interview them for the full-time position. Should there be more than one such part-time dispatcher interested in the position, seniority and performance shall be among the factors considered in the hiring decision as determined by management.

**ARTICLE XIII**  
**CHANGE OF JOB DUTIES/LAYOFFS**

Any change in job duties or position must be made in writing, with two (2) weeks' notice to the affected employee. In the event of a reduction in force, the least senior employees will be laid off first. All unit employees shall have bumping rights based on Borough-wide seniority, provided that no employee may bump into a position for which he or she is not qualified as determined by management.

In determining seniority in a layoff situation, a full-time employee who previously served in a part-time capacity shall be deemed to have earned seniority on a pro-rated basis for hours worked during part-time status. In no case shall a current part-time employee be entitled to a full-time job due to a layoff.

**ARTICLE XIV**  
**NON-DISCRIMINATION**

Section 1

The Borough and the Union agree that there shall be no discrimination against any employees because of race, age, creed, color, religion, sex, national origin, nationality, sexual orientation, familial status, as defined by the Americans with Disabilities Act and the Law Against Discrimination, or political affiliation.

Section 2

There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents shall not discriminate against, interfere with, restrain or coerce any employee covered under this Agreement who are not members of the Union.

**ARTICLE XV**  
**VOLUNTARY DUTY**

Employees who are members of volunteer fire companies and those who serve as ambulance attendant volunteers/EMT's within the Borough, upon being summoned to active duty for the Borough, in accordance with established procedures may be excused from their regular work duties with no loss of pay at the discretion of the Chief of Police or his designee so long as the member's absence from work duties will not adversely impact Borough operations. Employees who are injured in the line of duty as volunteer fire fighters or ambulance attendant/EMT volunteers shall be subject to pay and benefits as is customary if they respond to an emergency during their workday.

**ARTICLE XVI**  
**SICK DAYS/DISABILITY POLICY**

Section 1

In the first year of employment, an employee shall be entitled to sick leave on a pro-rated basis for each month of employment. Thereafter, an employee shall receive eight (8) sick days or 96 hours per year. Employees shall be credited with 96 hours effective January 1 of each calendar year. Sick leave may be accumulated from year to year. Regularly scheduled part-time employees shall be entitled to sick leave time in accordance with New Jersey Sick Leave Law.

Section 2

Accumulated sick leave may be used by an employee for personal illness, illness in his/her immediate family which requires his/her attendance upon the ill person (not to exceed (42 hours) in one (1) calendar year without the approval of the Chief of Police or his designee), quarantine restrictions, pregnancy, accident or disabling injuries.

Section 3

Immediate family for this provision shall mean the same as it does for Bereavement Leave.

Section 4

Verification of Sick Leave

- A. An employee who is absent from work for three (3) or more consecutive workdays because of illness will be required to submit a certificate from the employee's physician substantiating the illness.
- B. In the case of illness of a chronic or recurring nature causing employee's repeated absences, the employee may be required to submit one (1) medical certificate for every six (6) month period.
- C. The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

**ARTICLE XVII**  
**PERSONAL DAYS**

Section 1

Each permanent employee shall be entitled to two (2) personal days (24 hours) with pay each year of this Agreement. Employees shall not have to advise their Department Head of the reason for such personal day, which may be combined with vacation leave. Regularly scheduled part-time employees shall be entitled to pro-rated amount of personal time.

Section 2

Employees must give their Chief of Police or designee notice of their intention to take personal days as soon as practicable and must receive approval from the Chief of Police or designee which shall not be unreasonably withheld.

Personal days may not be accrued.

**ARTICLE XVIII**  
**BEREAVEMENT LEAVE**

Section 1

In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay up to four (4) consecutive days (48 hours). Generally, one of the five days shall include either the day of death or day of funeral, but in no event shall the leave begin more than two (2) days after the date of death. The term immediate family shall include father, mother, brother, sister, husband, wife and child or any relative residing in the employee's household. Regularly scheduled part-time employees shall be entitled to prorated amount of bereavement time.

Section 2

In the event of the death of an employee's grandparents, mother-in-law, father-in-law, sister-in-law or brother-in-law, the employee shall be granted time off without loss of pay up to three (3) consecutive days (36 hours), commencing to begin no later than two (2) days after the day of death.

Section 3

The Borough may, in its discretion, grant additional bereavement leave upon the request of the employee.

**ARTICLE XIX**  
**VACATION LEAVE**

Section 1

Vacation leave is earned and credited as of January 1 of every year for employees as follows:

- a. During the first year of employment, employees shall receive up to (84 hours) of prorated vacation based according to the length of time on the payroll that year.
- b. Employees with one (1) to four (4) years of service shall receive seven (7) vacation days (84 hours) credited on January 1.
- c. Employees with five (5) to nine (9) years of service shall receive ten (10) vacation days (120 hours) credited on January 1.
- d. Employees with ten (10) years or more of service shall receive fourteen (14) vacation days (168 hours) credited on January 1.
- e. Regularly scheduled part-time employees shall be entitled to prorated amount of vacation leave.

Section 2

All requests to use vacation days must be made as far in advance as possible but no less than five (5) calendar days prior to the day requested to be off.

Section 3

Dispatchers may not carry over vacation leave into the succeeding year.

Section 4

When a member retires or otherwise terminates employment, vacation time for that final year shall be prorated based according to the length of time on the payroll that year.

**ARTICLE XX**  
**LEAVE OF ABSENCE**

Section 1

If an employee needs additional time off and the employee has utilized all sick leave, personal days, vacation leave, bereavement leave, FMLA leave, NJFLA leave (if applicable), domestic violence leave (if applicable), and disability leave (if applicable), then the employee may request an unpaid leave of absence from the Borough Administrator. Unpaid leaves of absence would only be considered in cases of medical problems or difficulties, or under applicable conditions contained in Federal Family and Medical Leave Act (FMLA), the New Jersey Family Leave Act (FLA), or NJ SAFE Act, and would not normally last beyond thirty (30) days. The granting of unpaid leaves of absence shall be at the sole discretion of the Borough. Although insurance benefits would be continued, there will be no accumulation of leave time during an unpaid leave of absence.

Section 2

Any unit employee who is called to serve jury duty shall receive paid leave until the completion of such duty.

**ARTICLE XXI**  
**INJURY LEAVE**

Section 1

- a. An employee who is injured while working, whether slightly or severely must make an immediate report to his/her Chief of Police or designee.
- b. It is understood that the employee must file an injury report with his/her Chief of Police or designee so that the Borough may file the appropriate workers' compensation petition. Failure to report said injury may result in the failure of employee to receive compensation under this Article.
- c. The employee shall be required to present evidence by a certificate from a physician designed by the insurance carrier that he is unable to work, and the Borough may reasonably require the employee to present such certificate from time to time.
- d. If the Borough does not accept the certificate of the physician designated by the insurance carrier, the Borough shall have the right, at its own expense, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Borough.
- e. In the event the Borough's appointed physician certified the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.
- f. The Borough, at its option and upon certification by the Borough appointed physician, may extend the disability pay for no more than one (1) additional year. The Borough appointed physician must certify that the employee is incapable of performing his/her duties for the additional time period.
- g. In the event an employee becomes disabled by reason of a service-connected injury or illness and is unable to perform his/her duties, he/she shall be entitled to only those payments allowed by the Worker's Compensation Act for a period of one (1) calendar year.
- h. Employees who are entitled to receive one hundred percent (100%) of salary while on Worker's Compensation for a work-related injury shall receive a separate check from the Borough for the balance owed to the employee after the Worker's Compensation Benefit has been paid to the Borough.
- i. In the event an employee remains eligible for workers compensation benefits beyond one year of the date of the injury, then such employee shall receive temporary disability benefits from the workers compensation carrier only, and the employee will cease to receive any compensation from the Borough. If the employee continues to receive pension or health insurance benefits from the Borough, the employee will be required to pay for any employee contributions directly to the Borough.

Section 2

If any employee has been approved for and is receiving Worker's Compensation Benefits, the employee is precluded from engaging in any outside employment and from taking vacation leave unless the Borough Administrator approves a request in writing. Failure to adhere to this policy may result in termination of employment.

Section 3

The final determination on the payment of Worker's Compensation Benefits rests with the Borough's insurance carrier. All claims for benefits must be filed within the workday the injury occurred.

#### Section 4

Upon presentation of a valid injury incident report to the Chief of Police or his designee and a physician's certificate, any absence resulting from a work-related injury shall not reduce the employee's sick leave.

### ARTICLE XXII MISCELLANEOUS

#### Section 1 – Dispatcher Training

Pursuant to N.J.A.C. 13: 81-1, et sec, all dispatchers are required to receive a minimum of eight (8) hours of annual training. A minimum of two (2) hours pay will be given for education training.

#### Section 2 – Dispatch Center Duties

The Borough shall provide up to thirty (30) days' notice to the Union if another municipality's services are to be added to the dispatch center's duties. The parties shall meet within a reasonable time prior to implementation to discuss the effects of the added services on the bargaining unit.

#### Section 3 – Uniforms

Uniforms are to be the type prescribed by the Chief of Police or his designee.

Effective January 1, 2021, all Dispatchers who are covered by this Agreement shall be entitled to an annual clothing allowance of three hundred and twenty-five dollars (\$325.00) for full time employees, upon and after successful completion of both a thirty (30) calendar day probationary period and the training period as to any new employee. Payment shall be made with the second pay period in January of each year, except as to new employees.

#### Section 4 – Bulletin Boards

One (1) bulletin board shall be made available by the Borough in the Dispatch office.

The bulletin board may only be utilized by the Union for the purpose of posting Union announcements and other Union-related business.

All bargaining unit promotional opportunities and vacancies will be posted on the Union bulletin board.

**ARTICLE XXIII**  
**NO STRIKE/NO LOCKOUT PLEDGE**

It is recognized that the need for the continuous and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation. The Union covenant and agrees that during the term of this Agreement, neither the Union nor any person acting on its behalf will cause, authorize or support any strike (i.e., the concerted failure to report for duty, or willful part, from the full faithful and proper performance of the employee's duties of employment) work stoppage, slowdown, walkout, or other job action against the Borough. If the aforementioned activities take place, the Borough will be entitled to take the appropriate disciplinary action, including possible discharge, in accordance with the applicable law. Nothing in this Agreement shall be construed to limit or restrict the Borough 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. There shall be no lockouts of employees by the Borough during the term of this Agreement.

**ARTICLE XXIV**  
**MANAGEMENT RIGHTS**

Nothing in this contract shall abrogate the management rights of the elected or appointed officials in charge of the various departments of Borough Government, except as otherwise provided herein, the Borough retains exclusive rights to hire, direct and schedule the working force; identify and assign work; to plan, direct and control operation; to discontinue, reorganize or combine any department with any consequent reduction or other changes in the workforce subject to seniority provisions of this Agreement; to introduce new or improved methods or facilities regardless of whether the same cause a reduction in the work force, and in all respects to carry out the ordinary and customary functions of management, including the establishment of such operational rules [outside of the scope of negotiations] as it shall deem advisable. Further, no management prerogative reserved solely by the discretion of the Borough by the terms of this Agreement shall be made the subject of a grievance.

**ARTICLE XXV**  
**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 be not affected thereby and shall continue to full force and effect.



**ARTICLE XXVI**  
**DURATION OF AGREEMENT**

This Agreement shall be in full force and effect as of September 2, 2020 and shall remain in effect to and including December 31, 2023 without any reopening date. This Agreement continue in full force and effect from year to year thereafter, until one party or other give notice, in writing, no sooner than one hundred twenty (120) days nor no later than sixty (60) days prior to the expiration of this Agreement.

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

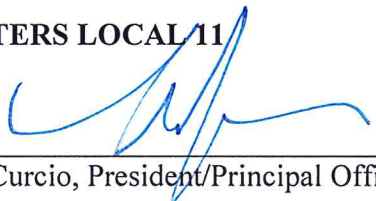
IN WITNESS WHERETO, the parties have hereunto subscribed their hands and seals the day and year first above written.

**BOROUGH OF HAWTHORNE**


By: 

Date: 5-20-21

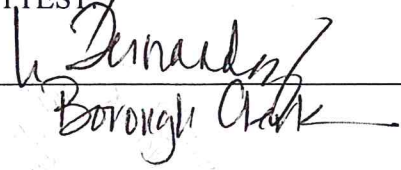
**TEAMSTERS LOCAL 11**


By:   
Michael Curcio, President/Principal Officer

Date: 5/24/21

By:   
Elizabeth Williamson, BA/Secretary Treasurer

By:   
Matthew P. McGourty, BA/Vice President

ATTEST:  
  
Borough Clerk

Committee:  
  
Matthew Fenkart