

**AGREEMENT**

**Between**

**THE TOWNSHIP OF ANDOVER**

**And**

**MORRIS COUNCIL NO. 6,  
NEW JERSEY CIVIL SERVICE ASSOCIATION,  
MPTE, AFL-CIO**

**January 1, 2003 through December 31, 2004**

*Prepared by:*

**Fox AND FOX, LLP**  
70 South Orange Avenue  
Livingston, NJ 07039  
(973) 597-0777

**RECEIVED**

APR 2005

Andover Twp.  
Administrator/ CMFO

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## AGREEMENT

### PREAMBLE

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the **TOWNSHIP OF ANDOVER** in the County of Sussex, State of New Jersey, a municipal corporation of the State of New Jersey, (hereinafter called the "Township") and **MORRIS COUNCIL NO. 6, NJCSA, IFPTE, AFL-CIO**, (hereinafter called the "Association" or "Union"), represents the complete and final understanding on all bargainable issues between the Township and the Association.

### ARTICLE I RECOGNITION

#### Section 1:

The Township hereby recognized the Union as the exclusive negotiating agent for all full-time and part-time white collar police department employees of the Township, excluding uniformed police officers, superior officers, managerial, confidential employees and all other employees of the Township.

#### 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 Association in the above-defined negotiating unit.

**ARTICLE II**  
**NON-DISCRIMINATION**

Section 1:

The Township and the Union agree that there shall be no discrimination against any employees because of race, creed, color, religion, sex, national origin, age, marital status, handicap 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 Township 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 employees covered under this Agreement who are not members of the Union.

**ARTICLE III**  
**ASSOCIATION REPRESENTATIVES**

Section 1.:

The Township agrees, with prior approval of the Township Committee or designee which shall not be unreasonably withheld, to permit authorized representatives of the Union to enter the premises of the Township at reasonable hours for the purpose of ascertaining whether the Agreement is being violated or 'assisting in the adjustment of grievances, provided such visitation does not interfere with the operations of the Township.

Section 2:

The Union Shop Steward and/or Alternate Shop Steward with prior approval of the Township Committee or designee and provided there is no interference with the operation of the Township, will

be permitted time to process grievances during working hours. The Steward and/or Alternate Shop Steward will also be permitted to assist in collective negotiations during working hours, provided that such negotiation sessions are mutually scheduled for such times.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

**Section 1:**

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.

**Section 2:**

Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Police Department. **Section 3:**

The term "grievance" as used herein means a dispute over the interpretation, application or violation of this Agreement or any existing law, rule, regulation or order of the Township concerning terms and conditions of employment, and may be raised by an individual employee or the Union on behalf and at the request of an individual employee or employees.

**Section 4:**

The following constitutes the sole and exclusive method for 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 aggrieved employee shall institute action under the provisions within ten (10) calendar days after the event giving rise to the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her 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, unless just cause to the contrary is presented by the aggrieved party. The Chief or his designee shall render a decision within five (5) calendar days after the receipt of the grievance.

Step Two

If the grievance is not settled at Step One, the aggrieved employee or the representative(s) from the Union may make a written request for a meeting with the Chief within five (5) calendar days after the answer is given under Step One, except that in disciplinary action grievances, a written request for a meeting with the Chief under Step Two may be made within seven (7) calendar days after the meeting.

Step Three

If the aggrieved person or Union is not satisfied with the handling or result of the grievance under Step Two, he/she may within five (5) calendar days notify the Township Committee that he/she wishes to have them rule on the matter. A hearing shall be held within fifteen (15) calendar days by the Township Committee after receipt of the complaint regarding the grievance. At such hearing, the aggrieved employee may appear with a representative(s) of the Union. The Township Committee's answer under Step Three shall be delivered to the Union within seven (7) calendar days after the hearing.



Step Four

(1) If no satisfactory resolution of the grievance is reached at Step Three, then within five (5) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator pursuant to the rules of said Commission. The arbitrator's decision shall be final and binding upon the parties subject to law.

(2) It is agreed between the parties that no arbitration hearing shall be held until at least thirty (30) days after the date on which the Township Committee rendered its decision regarding the grievance.

(3) The arbitrator shall not add to, subtract from, modify or amend in any way this Agreement.

(4) Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.

(5) The arbitrator shall conduct a hearing and shall render his/her decision in writing with findings of fact and conclusions.

(6) The cost of the arbitrator will be borne equally by the Union and the Township and all other expenses incurred by either side, including the presentation of witnesses, will be borne by the side incurring same.

Section 5:

The time limits provided herein may be extended by mutual agreement of the parties which must be in writing. Failure to answer within the time limits provided in any step of the grievance procedure shall constitute a denial of the grievance at that step.

**ARTICLE V**  
**WORK RULES**

Proposed new rules or modifications of existing rules shall be provided to the Union Representative when they are established.

**ARTICLE VI**  
**BULLETIN BOARDS**

Section 1:

The Township agrees to provide one (1) bulletin board at each Township building utilized at a work location by bargaining unit employees for the exclusive use of the Union to post notices and other Union information. Only information pertaining to Union business shall be posted on such designated bulletin board(s).

Section 2:

All material posted on said designated bulletin board(s) must be on official Union letterhead, or must be signed by an authorized Union representative. No material of a derogatory nature concerning the Township, its employees or any officials shall be posted on the bulletin board, and it shall be the responsibility of the Union, upon notification from the Township, to make certain that any such materials are promptly removed.

**ARTICLE VII**  
**PROBATIONARY PERIOD**

Section 1:

All employees appointed permanently to the classified service shall serve a probationary period of ninety (90) days. At the expiration of the probationary period, the Township Committee may discontinue the service of any employee if in the Township Committee's opinion, the employee is unwilling or unable to perform the duties of his/her position in a satisfactory manner, or if the

employee is of such reputation and habits as not to merit continuance in the service of the Township. In every case, the Township Committee shall notify the employee in writing of the discontinuance and the reasons for the same, and shall forward a copy of the notice to the State of New Jersey, Department of Personnel.

Section 2:

A ninety (90) day probationary period shall also apply to an employee promoted to a higher classification. Probationary status shall in no way affect the rights and status in the original or lower classification.

ARTICLE 'VIII **SENIORITY**

Section 1:

Seniority is defined to mean the accumulated length of continuous service with the Township, 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.

Section 2:

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

1. Voluntary resignations; or
2. Discharge for just cause; or
3. Failure to return to work within five (5) working days after being recalled by

registered or certified mail, return receipt requested, unless due to actual illness or accident. The Township may require substantiating proof of illness or accident in such manner and on such forms as the Township deems appropriate.

**ARTICLE IX**  
**LAYOFF AND RECALL**

Section 1:

The Township Committee may lay off an employee for the purposes of efficiency or economy, or other valid reason requiring a reduction of the number of employees.

Section 2:

Employees shall be laid off in the inverse order of their seniority provided the senior employee has the ability to perform the work available.

Section 3:

In the event the Township plans to lay off employees for any reason, as defined in Section 1 of this Article, the Township shall meet with the Union to review such anticipated layoff within twenty-one (21) calendar days of the issuance of the forty-five (45) day layoff notice, if possible. Section 4:

The Township shall forward a list of those employees being laid off to the local Union President on the same date that the notices are given to the employees.

Section 5:

When the work force is increased after a layoff, employees will be recalled in accordance with their seniority rights under the rules of the New Jersey Department of Personnel.

**ARTICLE X**  
**HOURS OF WORK**

Section 1:

The Township agrees that thirty-six (36) hours per week, twelve (12) hours per day, three (3) days per week, shall constitute a regular week's work hereinafter called the work week, and shall be paid for at the regular straight time rates of pay hereinafter provided. This definition shall not be construed as a limitation of the number of hours of work which the Township may require.

Section 2:

The Township shall have the right, for the efficient operation of its facilities, to make changes in starting and stopping time of the work schedule. Except in cases of emergency, the Union shall be given one week's notice of any permanent change in the schedule of working hours. Section 3:

A "work day" for all purposes under this Agreement shall be "12 hours."

**ARTICLE XI OVERTIME**

Section 1:

The amount of overtime and the schedule for working such overtime will be established by the Police Chief, or his designee.

Section 2:

Employees will be paid time and one-half (1-112) the regular straight time hourly rate for all authorized overtime in excess of forty (40) hours of work per week. Employees may choose to accumulate compensatory time off in lieu of overtime pay. Compensatory time shall accumulate at the rate of one and one-half (1-112) hours for each hour worked.

Section 3:

For the purposes of calculating overtime, earned time off such as holidays, vacation, personal days, sick time, etc., will be considered time worked.

Section 4:

Overtime shall be distributed as equitably as possible among the employees capable of performing the work to be completed. Employees may be required to work a reasonable amount of overtime. No overtime shall be worked *or* paid for unless first authorized by the Chief of Police or

his designee.

Section 5:

In the event an employee is called back to work outside of his regularly scheduled hours, he shall be paid a minimum of two (2) hours at the overtime rate. Overtime performed immediately before or immediately after regularly scheduled hours, shall not be subject to the minimum. Section

6:

Earned overtime may be accumulated up to a maximum of forty (40) compensatory hours per year. Any unused compensatory time may be accrued and carried forward into the following year if the Chief or his/her designee determines that such compensatory time cannot be taken because of demands of work.

**ARTICLE XII**  
**WAGES**

Section 1:

Effective January 1, 2003 and retroactive to that date, employees shall receive a 2% across-the-board wage increase, as shown on the chart below.

B. Effective January 1, 2004, and retroactive to that date, employees shall receive a 3.5% across-the-board wage increase, as shown on the chart below:

**Full-Time Dispatchers**

	<b>90 Days</b>	<b>3-12 Months</b>	<b>2nd Year</b>
2003	\$11.82/hour	\$13.38/hour	\$19.29/hour

	<b>Training Period</b>	<b>After Training Period to 12 Months</b>	<b>2nd Year</b>
2004	\$12.23/hour	\$13.85/hour	\$19.97/hour

**Part-Time Dispatchers**

	<b>90 Days</b>	<b>3-12 Months</b>	<b>2nd Year</b>
2003	\$9.84/hour	\$12.62/hour	\$15.14/hour

	<b>Training Period</b>	<b>After Training Period to 12 Months</b>	<b>2nd Year</b>
2004	\$10.18/hour	\$13.06/hour	\$15.67/hour

ARTICLE XII **LONGEVITY**

**Section 1:**

The following longevity plan shall continue for the life of this Agreement:

<b>Years of Cumulative Service</b>	<b>Per Year</b>
Beginning 6th Year	\$250.00
Beginning 7th Year	\$500.00
Beginning 11th Year	\$750.00

<b>Years of Cumulative Service</b>	<b>Per Year</b>
Beginning 16th Year	\$1,000.00
Beginning 21" Year	\$1,250.00
Beginning 26th Year	\$1,500.00

Section 2:

Part-time employees shall be eligible for longevity pay on pro-rated basis.

Section 3:

Longevity pay shall be paid to all active full-time permanent employees in a lump-sum payment on the first regular pay day of December of each *year*.

**ARTICLE XIV HOLIDAYS**

All full-time permanent employees are granted fourteen (14) paid holidays annually. These holidays are as follows:

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Presidential Birthday (3rd Monday in February)
- Good Friday Easter
- Sunday Memorial
- Day Independence
- Day
- Labor Day
- Election Day Veterans
- Day Thanksgiving Day
- Day-after Thanksgiving
- Christmas Day

- A. Holiday pay will be computed at a rate of straight time. All full time operators shall receive holiday pay whether they are scheduled to work or not. Computation of holiday pay shall be



based upon a twelve (12) hour day.

B. Computation will be computed prior to November 1st each year for payments to full time operators per the above schedule, and shall appear in a separate paycheck given at the same time that the first regular paycheck of November is issued.

**ARTICLE XV**  
**VACATION LEAVE**

**Section 1:**

Annual vacation leave shall be granted to all-permanent full time employees with pay for vacation purposes during each calendar year in accordance with the following schedule, calculated from the anniversary date of original appointment.

<b>Length of Employment</b>	<b>Vacation Leave</b>
Up to 1 year of service	12 hours for each month of employment
After 1 year and up to completion of 5 years of service	144 hours
After 5 years and up to completion of 10 years of service	180 hours
After 10 years and up to completion of 15 years of service	216 hours
After 15 years and up to completion of 20 years of service	240 hours

After completion of 20 years of service, add 12 hours per year.

**Section 2:**

With the prior approval of the Chief of Police/Township Committee, an employ may carry unused vacation into the next succeeding year only.

## ARTICLE XVI SICK LEAVE

### Section 1:

In the first year of employment, an employee shall be entitled to twelve (12) hours sick leave for each month of employment. Thereafter, sick leave shall accumulate on the basis of fifteen (15) hours per month or 180 hours per year. Employees shall be credited with 180 hours effective January 1 of each calendar year. Sick leave may be accumulated from year to *year*.

### 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 five (5) work days 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:

For the purpose of this Article, the term "immediate family" is defined as father, mother, wife or husband and the employee's children, or any member of the immediate household. Section 4:

#### Verification of Sick Leave

A. An employee who is absent from work because of illness for more than three (3) consecutive work days may 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 an employee's repeated absences, the employee maybe required to submit one (1) medical certificate for every six (6) month period.

C. The Township 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.

Section 5:

Sick leave may be accumulated during each employee's length of service. At the time of retirement or separation, the employee shall be entitled to pay on the basis of fifty (50%) percent of verifiable sick leave accumulated and not previously used.

Section 6:

Sick Leave due upon Separation

An employee who is retiring or who has otherwise separated in good standing shall be entitled to the sick allowance for the current year prorated upon the number of months working in the calendar year in which the separation or retirement becomes effective and any sick leave accumulated as per Section 5 of this Article.

**ARTICLE XVII INJURY LEAVE**

Section 1:

In the event a full-time employee becomes disabled as the result of an injury in the line of duty, the Township Committee may pass a Resolution giving the employee up to one (1) year's leave of absence with pay. The employee may also be required to be examined by a Township appointed physician to certify the disability. When such a Resolution is passed by the Township, the employee shall not be charged any sick time for the time lost due to such injury which is covered by the Resolution.

Prior to the passage of a Resolution as noted in Section 1 above, the employee shall agree in writing to reimburse the Township to the full extent of any temporary disability benefits, under Workers Compensation or otherwise, he/she may receive as a result of the injury.

Section 3:

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 XVIII FUNERAL LEAVE**

Section 1:

The Township shall provide bereavement leave with pay not to exceed five (5) consecutive work days in the case of death of an employee's father, mother, spouse, child, step/foster child, grandchild, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law and sister-in-law. It shall also include relatives of the employees residing in the employee's household.

Section 2:

"Five (5) consecutive work days off" is defined as five (5) scheduled working days and shall not include non-working days which fall within the five (5) day period immediately following the death.

**ARTICLE XIX  
MILITARY LEAVE**

Military leave will be granted in accordance with the New Jersey State Statutes.

ARTICLE XX  
**PERSONAL LEAVE**

Section 1:

Amount of Personal Leave. All permanent, full-time employees whether in the classified or unclassified service, shall be granted thirty-six (36) hours during each calendar year. Personal leave shall be prorated for new full-time employees. Part-time employees shall be eligible for personal leave on a pro-rated basis.

Section 2:

Accumulation of personal leave beyond that earned in any year shall not be permitted, and shall not be carried over into the following year.

Section 3:

Part-time employees shall be permitted to use personal days or be paid for unused personal days at the end of the calendar year.

**ARTICLE XXI**  
**COURT APPEARANCES - JURY DUTY**

Section 1:

Any employee covered by this Agreement who is absent from work because of jury duty, upon proper evidence of the same being presented to the Chief of Police, shall receive full-time pay for jury duty, minus any compensation received for jury service, except for travel expenses. Section 2:

Employees who are required to appear in court during ofd duty hours in connection with job-related cases shall receive compensatory time of three (3) hours or one-and-one-half (11112) times the regular straight time rate for a minimum of two (2) hours on anything over, if applicable.

Any employee covered by this Agreement who is absent from work because of a required Court appearance as a witness on behalf of the Township, upon proper evidence of the same being presented to the Chief of Police, shall receive full-time pay for the period of said appearances. Said employee shall be reimbursed for Township-authorized reasonable expenses incurred in conjunction with said appearances.

## **ARTICLE XXII SPECIAL LEAVE**

### **Section 1:**

If an employee is unable to report to work due to a weather emergency or civil emergency, he/she may charge the time off to accrued vacation leave, personal leave or sick leave, provided that he/she properly notifies the Chief of Police or his designee of his/her inability to report to work.

### **Section 2:**

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 XXIII LEAVE OF ABSENCE WITHOUT PAY**

Leave without pay may be granted to full-time and part-time employees. Normally, it shall be granted only when the employee has used his/her accumulated sick and vacation leave in the case of illness, or his/her vacation leave if leave without pay is requested for reasons other than illness. Written request for leave without pay shall be initiated by the employee and approved by the Township Committee upon favorable recommendation of the Chief of Police. Such leave, except for military leave without pay, shall not be approved for a period of longer than six (6) months at one

time . The Township Committee may extend-such leave for an additional six (6) months or any portion thereof.

**ARTICLE XXIV**  
**PERSONNEL RECORDS**

**Section 1:**

All personnel records are kept in the Police Chiefs office.

**Section 2:**

Annually, by March 1st, each employee will be given a copy of his vacation leave and sick leave record

**Section 3:**

Other personnel file information may be reviewed by appointment with the Chief of Police.

**ARTICLE XXV INSURANCE**

**Section 1:**

**Hospitalization, Medical Surgical, Major Medical Benefit Insurance**

(a) The Township shall provide medical and surgical benefits under the New Jersey State Health Benefits Plan for all employees whose regularly scheduled work week is thirty (30) hours or more.

(b) The insurance coverage provided for herein shall extend to the spouse of an eligible employee and to an eligible employee's dependent, unmarried children as may be provided for in the policy in effect.

(c) Retired employees shall be entitled to Health Benefits in accordance with Resolution R87-22 adopted February 25, 1987, which adopted the provisions of Chapter 88, Public Laws of 1974 as amended and the rules and regulations promulgated by the State Health Benefits Commission

thereunder. A copy of said resolution is attached to this Agreement as Appendix A.

(d) All employees upon retirement or separation shall be covered by all benefits under the "Consolidated Omnibus Budget Reconciliation Act of 1985" as amended.

Section 2:

Dental Plan

Coverage under the Delta Plan 11A (Township Plan) shall be provided to include each employee working a thirty (30) hour workweek or longer, and eligible employee dependents, including spouse.

Section 3:

Prescription Plan Coverage

Coverage shall be provided to include each employee and eligible dependents, including spouse. An employee, after submission to health carrier, shall be reimbursed for each prescription less a three dollar (\$3.00) co-payment.

Section 4:

Vision Plan

Coverage shall be provided wherein the Township will contribute up to two hundred dollars (\$200.00) for each employee toward the expense of vision correcting lenses and/or exam. Effective January 1, 2004, the Township shall also provide up to one hundred seventy-five dollars (\$175.00) each year for reimbursement of eye examination and/or purchase of corrective lenses for each eligible dependent, including spouse.

Section 5:

Deferred Compensation Plan

A deferred compensation plan is available on a voluntary basis to all employees whose - 20 -



regularly scheduled work week is thirty (30) hours or more.

Section 6:

Disability Insurance

Coverage under the UN UIVI Life Insurance Company of America's Long Term Disability Plan shall be made available for each eligible employee working a thirty (30) hour week (or longer). Each employee who elects coverage shall pay one-third (1/3) of the annual premium for the first two (2) years; thereafter the premium shall be paid in full by the Township, during the life of the Contract.

Section 7:

The Township reserves the right to change insurance carriers or self insure any and all portions of the insurance benefits so long as substantially similar benefits are provided.

**ARTICLE XXVI**  
**MAINTENANCE OF OPERATIONS**

Section 1:

It is recognized that the need for continued and uninterrupted operation of the Township's departments is of paramount importance to the citizens of the community and that there should be no interference with such operations.

Section 2:

The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, engage in, sanction, assist 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 an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance on the employee duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The Union agrees that such action would constitute a material

breach of this Agreement.

Section 3:

In the event of a strike, slowdown, work stoppage or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Township to take any disciplinary action up to and including termination of the employment of such employee or employees.

Section 4:

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 for injunction or damages, or both, in the event of such breach by the Union or its members.

Section 5:

The Township agrees not to lock out any employee covered by this Agreement.

**ARTICLE XXVII RESIGNATION**

An employee may resign from his position by tendering a written resignation to the Police Chief or his designee who in turn shall forward it to the Township Committee. Unless there are disciplinary charges pending against the employee, the Township Committee shall notify the employee in writing of acceptance of his/her resignation in good standing. An employee shall give a minimum of fourteen (14) calendar days notice before the effective date of his resignation. Failure to do so may result in loss of vacation, sick and personal day credits. Oral resignation shall be considered to be binding, but not as a resignation in good standing.

ARTICLE XXVIII  
**DUES DEDUCTION AND AGENCY SHOP**

Section 1(a):

The Township hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the Union pursuant to the provisions of N.J.S.A. 52:14-15.9e. The Township, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made bi-weekly from the salary paid to each employee during the month and such deduction made the first month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

Section 1(b):

In making the deductions and transmittals as above specified, the Township shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after the end of each month.

Section 2:

Representation Fee

A. If an employee does not become a member of the Union during any membership year (from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

B.(1) Notification. Prior to the beginning of each membership year, the Union will notify the

Township in writing of the amount of the regular membership dues charged by the Union to its own members for that membership *year*. The representation fee, up to 85%, to be paid by non-members will be determined by the Union in accordance with the law.

B.(2) Legal Maximum. In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues charged by the Union to its own members and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law.

C. (1) Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Township a list of those employees who have not become members of the Union for the then current membership year. The Township will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and will promptly transmit the amount so deducted to the Union.

C. (2) The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(a) Ten (10) calendar days after receipt of the aforesaid list by Township, or

(b) Thirty (30) calendar days after the employee begins his/ her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Township in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) calendar days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

C.(3) If an employee who is required to pay a representation fee terminates his/her employment with the Township before the Union has received the full amount of the representation

fee to which it is entitled under this Article, the Township will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

C.(4) Except as otherwise provided in this Article, the mechanics for the deduction of 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.

C.(5) The Union will notify the Township in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) calendar days after the Township received said notice.

C.(6) On or about the last day of each month, beginning with the month this Agreement becomes effective, the Township will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day calendar period. The list will include names, job titles and dates of employment for all such employees. The Township further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason therefore.

C.(7) Morris Council No. 6 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 5.6, and membership in Council No. 6 shall be available to all employees in the unit on an equal basis at all times. In the event Council No. 6 fails to maintain such a system or if membership is not so available, the Township shall immediately cease making said deductions.

C.(8) The provisions for collection and transmittal of this fee shall be governed by Chapter 233, PL 1969 (N.J.S.A. 52:14-15.9e). Township compliance with this procedure shall release the Township from any further liabilities and the Township shall not be a party to any litigation resulting from individual challenge to this Agreement. Furthermore, the Union shall indemnify, defend and

save the Township harmless against any and all claims, demands and suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the Union in supplying to it information concerning the names of the employees and the amount of dues to be deducted.

**ARTICLE XXIX**  
**MANAGEMENT RIGHTS**

Section 1:

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:

A. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township including subcontracting any or all of the work performed by employees covered by this Agreement.

To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, 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.

C. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to 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 and

to require compliance by the employees is recognized.

D. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.

E. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according the law.

F. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

G. 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 efficiency and effective operation of the Department.

#### Section 2:

In the exercise of the foregoing powers, rights, authority, duties and 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.

#### Section 3:

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

**ARTICLE XXX**  
**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.

**ARTICLE XXXI**  
**EDUCATION REIMBURSEMENT**

Section 1:

In order to encourage an effective employee training program, it is necessary to distinguish among the various types of educational opportunities available to employees and to encourage participation under the following conditions.

(a) The Township will pay employees taking such courses at their regular wage rates. The Township will reimburse one-hundred percent (100%) of an employee's tuition costs, mileage costs (the latter at the prevailing rate established by the Township Committee), and course material costs, upon satisfactory completion of all courses, classes, seminars, conferences, etc., which employees are required to take in order to obtain any specialized training, certification, licenses and/or registrations required to perform the duties of their position. The employee must obtain prior written approval from the Chief of Police or his designee for said courses in order to be entitled to payment. Such approval shall not be unreasonably denied.

(b) When employees are sent by the Township to attend a school, seminar, or meeting to further their education, meaLexp\_enses\_shall bexeimbur\_ed\_uponpresentation \_\_\_\_ of receipts up to a maximum of fifteen (\$15.00) dollars per calendar day.



## **ARTICLE XXXH PAY PERIODS**

### **Section 1:**

All employees shall be paid bi-weekly, normally on Friday (Thursday after 3:00 p.m.).

### **Section 2:**

All payments are made by check accompanied by a check stub showing detailed deductions from employee's wages. Pay periods reflect the two weeks preceding and ending on Sunday at midnight.

## **ARTICLE XXXM CLOTHING ALLOWANCE**

### **Section 1:**

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

### **Section 2:**

Effective January 1, 2003, and retroactive to that date, all employees of the Police Department who are covered by this Agreement shall be entitled to an annual clothing allowance of two hundred fifty dollars (\$250.00) for full-time employees, and one hundred fifty dollars (\$150.00) for part-time employees, upon and after successful completion of both a ninety (90) 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.

**ARTICLE XXXIV**  
**MILEAGE ALLOWANCE**

In the event an employee is authorized to use his/her private automobile for Township business, he/she will be reimbursed for mileage at the current rate set by the Township.

**ARTICLE XXXV MISCELLANEOUS**

**Section 1:**

Pursuant to N.J.A.C. 13: 81- 1, et seq., as amended, all dispatchers are required to receive a minimum of eight (8) hours of training each year.

**Section 2:**

A new dispatch chair, of an ergonomic design, shall be purchased by the Township each year, for the life of this Agreement, however, no such equipment shall be purchased until and unless prior written authorization is obtained from the Township Administrator.

**ARTICLE XXXVI**  
**FULLY BARGAINED AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which could have been the subject of negotiations. During the term 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 parties at the time they negotiated or signed this Agreement.

**ARTICLE XXXVII**  
**DURATION OF AGREEMENT**

Section 1:

This Agreement shall be in full force and effect as of January 1, 2003 and shall remain in effect to and including December 31, 2004 without any reopening date . This Agreement shall continue in full force and effect from year to year thereafter, until one party or other gives notice, in writing, no sooner than one hundred twenty (120) days nor no later than ninety (90) days prior to the expiration of this Agreement.

Section 2:

Any economic changes provided for in this Agreement shall apply only to those individuals who retired or died during the duration of this Agreement and those individuals employed by the Township at the date of the signing of this Agreement.

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

ATTEST:

**TOWNSHIP OF ANDOVER**

ITA THOMPSON, Township Clerk

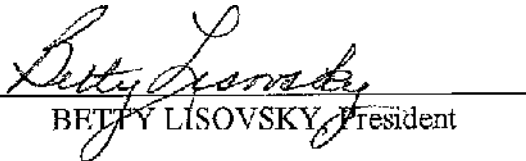
By:

  
ROBERT FRANSUE, Mayor

ATTEST:

**MORRIS COUNCIL NO. 6, NJCSA, IFPTE,  
AFL-CIO**

By:

  
BETTY LISOVSKY, President

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