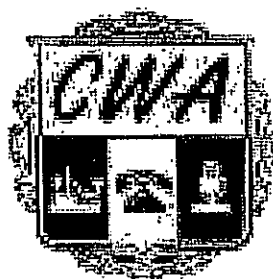


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**AGREEMENT
BETWEEN
BOROUGH OF NORTH HALEDON
AND
COMMUNICATIONS WORKERS OF AMERICA**



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PREAMBLE

The Parties recognize that the duties of the Police Dispatchers constitute an essential municipal service involving the safety and welfare of the municipality and its inhabitants. The continuity of their services in a faithful, conscientious, competent and diligent manner is essential to the proper functioning of the police responsibilities of the municipality. The person immediately charged with the responsibility of administrating and enforcing the police mission is the Chief of Police, or in the absence of the Chief, the Commanding Officer. The employees and the Union agree that their actions and conduct will, at all times, be mindful of that police mission and function and no action will be taken, the result of which would interfere, obstruct or impair that essential police function. The day-to-day implementation of the police mission and function reposes under the applicable statutes of the State of New Jersey, in the Chief of Police, or in his absence, the person in command. The Chief shall exercise his functions free of favoritism and partiality; however, he shall exercise his sound discretion in making day-to-day decisions and issuing appropriate orders which, in his judgment, are necessary to implement and fulfill the police function.

ARTICLES OF AGREEMENT

This Agreement made this March 17, 2011 by and between the Borough of North Haledon, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Employer" and the Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union."

WITNESSETH THAT: In consideration of the mutual promises, covenants and agreements of the parties, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

The Employer hereby recognizes the Union as the collective bargaining representative of the Police Dispatchers for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment, as provided in the applicable Public Employment Relations Commission (PERC) statutes.

ARTICLE II
AGENCY SHOP

Section 1.

All Police Dispatchers hired hereafter who are not members of the Local Union shall be required to tender to the Union a service charge as a contribution toward the administration of this Agreement and the representation of such employees on and after the thirtieth (30th) day following the effective date of execution of this Agreement or the commencement of their employment, whichever is later. The service charge shall not be in an amount greater than eighty-five percent (85%) of the normal periodic dues, exclusive of initiation fees, uniformly required as a condition of retaining membership in the Union, and shall be payable at the same time and in the same manner as the Union's regular dues.

Section 2.

Membership in good standing is defined as the tender of periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union during the term of this Agreement.

Section 3.

To enforce this Article of the Agreement, the Union must furnish written notice to the Employer that a Police Dispatcher obligated under the provisions of this Article has failed to tender payment of periodic dues and initiation fees uniformly required as a

condition of acquiring and retaining membership in the Union, or has failed to tender the appropriate service charge in accordance with the terms of this Article. The Union must also furnish the Employer with written proof of its notification to the Police Dispatcher of his or her failure to comply with the terms of this Article and the consequences thereof, and the Union may request that the Employer terminate such Police Dispatcher pursuant to the terms of this Article.

Section 4.

The Union agrees that it will indemnify and save harmless the Employer against any and all actions, claims, demands, losses or expenses, including reasonable attorney's fees, in any matter resulting from action taken by the Employer at the request of the Union under the terms of this Article.

ARTICLE III RIGHTS

Section 1. - Stewards

The Union will notify the Employer in writing of the stewards and the Employer shall recognize no others.

Section 2. - Access

All authorized Union representatives shall have access to the Employer's premises to ascertain whether conditions of this Agreement are being observed. Inasmuch as the premises involved are police facilities, prior notification shall be given to the Chief.

Section 3. - Administration

Those described in Sections 1 and 2 shall be permitted to transact Union business directly related to the administration of this Agreement on the Employer's premises. A steward shall sustain no loss of pay while administering this Agreement.

A Union steward shall not suffer a loss of pay while attending a joint Union-Management meeting. It is understood that such joint meetings are considered time worked.

Inasmuch as the Dispatcher desk must be continuously manned, such meetings shall not interfere with the manning of the desk and meetings shall be scheduled at a time so that the steward will not be attending a meeting at a time when he is on duty.

When contract negotiations are scheduled during work hours, in order to accommodate management's schedule, then such time shall be considered time worked. Non-scheduled time spent in negotiations shall not be considered time worked. The intent being, employees shall neither gain nor lose as a result of participating in negotiations.

Section 4 - Bulletin Board

A suitable bulletin board or bulletin board space shall be provided at the Employer's premises for the Union's exclusive use. Any bulletins deemed detrimental to the operation of the Police Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

Section 5.

To insure that individual rights of the employees in the bargaining unit are not violated, the following shall represent the Employee's Bill of Rights:

- A. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.
- B. An employee shall be entitled to Union representation at each stage of a disciplinary proceeding in the Union Contract.
- C. No employee shall be required by the Employer to submit to an interrogation after charges have been served unless he or she is afforded an opportunity of having a Union representative present.
- D. Under no circumstances shall either party utilize a recording device of any kind during any such investigation.

- E. In all disciplinary hearings, the employee shall be presumed innocent until proven guilty.
- F. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his or her hours, wages or working conditions as the result of the exercise of his or her rights under this Agreement.

Section 6.

It is agreed the management officials retain the right to direct employees, to hire, promote, transfer, assign and retain employees within the occupations covered by this Agreement, and to suspend, demote, discharge, or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or funds or for other legitimate reasons, to maintain the efficiency of the operations entrusted to them, to determine the methods, means and personnel by which such operations are to be conducted, including sub-contracting, if deemed necessary, and to take whatever action may be necessary to carry out the mission of the Employer institutions of emergency, as determined by management, provided that such rights shall not be exercised in violation of other sections of this Agreement. The Union hereby acknowledged that the municipality, being a public agency, is free to use union or non-union sub-contractors without interference from the Union, its officers, or its members. Nothing contained herein shall be construed to vest tenure in any employee.

Section 7

It is agreed that during the terms of this Agreement, neither the Union, its officers or members shall instigate, call, sanction, condone or participate in any strikes, slowdown, stoppage of work, boycott, picketing or willful interference with production, transportation or distribution, and that there shall be no lockout of employees by the Employer.

ARTICLE IV
DUES AND REPRESENTATION FEE CHECK OFF

Section 1.

The Employer agrees to deduct the amount of monthly Union dues from the paychecks of each employee who furnishes a written authorization for such deduction to the Employer. Their dues shall be determined by the Union and the employees elected representatives. Deductions of Union dues shall be remitted by the Employer to the Union at the end of the calendar month in which such deductions are made.

Section 2.

The Employer agrees to furnish the Secretary-Treasurer of the Union a roster of all employees' names, addresses, social security numbers, dates of employment, dates of birth, rates of pay, current monthly dues and rate and job classifications. A new list to be submitted whenever changes occur.

Section 3.

When an employee is granted a leave of absence, any authorization for deduction of dues shall be automatically suspended. Such suspended authorizations shall be automatically resumed if an individual on leave is placed on the payroll within fifty-three (53) weeks from the date the leave became effective. When the period of absence on leave exceeds fifty-three (53) weeks, the authorization shall be automatically canceled.

ARTICLE V
SENIORITY

Section 1.

Seniority is defined as length of continuous service with the Employer from date of hire or rehire following a break in continuous service.

Section 2.

Seniority shall determine the selection of tours (should they become fixed), days off, vacations and for training and promotions, subject, however, to the need of the Employer to properly man the desk.

Section 3.

If a reduction in force is necessary, employees shall be laid off by inverse order of seniority.

Section 4.

Recall shall be by seniority and seniority shall accumulate during layoffs.

Section 5.

A break in seniority shall occur during any period that the employee is not in the employ of the Borough.

ARTICLE VI
GRIEVANCE AND ARBITRATION

Section 1. - Grievance Procedure

Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step 1

The Union Steward, with the employee, shall take up the grievance or dispute, in writing, with the Chief of Police of the employee within ten (10) days of its occurrence. The Chief of Police shall attempt to adjust the matter and respond, in writing, to the Union Steward within ten (10) working days.

Step 2

If the grievance is still unsettled it shall, within ten (10) working days from receipt of the answer in Step 1, be submitted to the Borough Administrator who shall schedule a meeting within ten (10) working days with the Union Steward and the aggrieved. The Borough Administrator or his designee shall forward an answer, in writing, to the Union Steward and CWA Local 1023 within ten (10) working days from the date of the meeting. In the absence of a Borough Administrator, this step of the procedure shall be waived and the grievance shall be moved directly to Step 3 of this procedure and be presented to the Office of the Mayor as described below.

Step 3

If the grievance has not been settled, it shall be presented, in writing, by the Union Steward to the Office of the Mayor within ten (10) working days of receipt of the response of the Borough Administrator or Chief of Police, if Step 2 of the procedure has been waived. The Office of the Mayor shall respond to the Union Steward, in writing, following the next regular Council meeting.

Step 4

If the grievance is still unsettled, the Union may, within ten (10) working days after the receipt of a response from the Office of the Mayor, by written notice to the Employer request mediation with no loss of work to the employee.

Step 5

If the dispute is not settled through the grievance procedure, there shall be arbitration if agreed to by all of the parties.

Section 2. - Matters Relating to the Grievance Procedure

- A. It is mutually agreed by both parties that no grievance relating to an incident that occurred prior to the execution of this contract will be entertained under the provisions of this contract.
- B. The Union shall notify the Employer, in writing, of the name of its employees who are designated by the Union to represent employees under the grievance procedure. Employees designated by the Union will be permitted to confer with other Union representatives, employees and with Employer representatives regarding matters of difference during working hours without loss of pay by agreement with his immediate supervisor.
- C. Representatives of the Union who are not employees of the Employer will be permitted to visit with the employees during working hours at their work stations for the purpose of discussing Union representation matters, as long as the municipality's work does not suffer any undue delay. Such representatives shall also be recognized by the Employer as an authorized spokesman for the Union in meetings between the parties regarding employee representation matters. Such representatives shall report to the employee's supervisor prior to meeting with the employees.
- D. The Employer retains all its rights not herein expressly amended, modified or otherwise limited and the utilization of any such right by the Employer shall not be subject to the grievance procedure of this Agreement.
- E. The time limits in the procedure may be bypassed by mutual agreement, in writing.
- F. Any step of the grievance procedure may be bypassed by mutual agreement, in writing.
- G. In the case of a group, policy, or organizational type grievance, the grievance may be submitted directly to the Borough Administrator by the Union.
- H. In the event any matter set forth in this section should be in conflict with PERC Law, PERC shall prevail.

ARTICLE VII
DISCIPLINE AND DISCHARGE

Section 1.

No employee covered by this Agreement shall be suspended, demoted or discharged or otherwise disciplined except as provided under the applicable State statutes and the applicable Borough Ordinance.

Section 2.

In the event of suspension, demotion or discharge, the Borough of North Haledon agrees to notify the Local representative of the Union or President of the Local in writing within fifteen (15) days.

ARTICLE VIII
EQUALITY AND MUTUAL RESPECT

The Employer and the Union recognize that it is in the best interests of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect.

To insure that this relationship continues and improves, the Employer and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning.

Each party shall bring to the attention of all employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to insure adherence to this purpose.

In a desire to restate their respective policies, neither party shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age or national origin or because the employee is handicapped, a disabled veteran or a veteran of the Vietnam era, except that all employees must have the mental, physical and emotional qualifications to perform the duties of Dispatcher.

ARTICLE IX
ASSIGNING WORK

In the event of absence, vacation, holiday, etc., it will be the prerogative of the Chief of Police to call on Part-Time Dispatchers, Special Police Officers or Regular Police Officers when, in his opinion, an emergency exists and no Regular Dispatchers are available. The Chief of Police shall be the sole judge of what constitutes an emergency and further choice of filling the assignment is strictly the Chief of Police's prerogative and he has a right to use any of the above Police personnel.

The Employer may utilize properly qualified part-time Dispatchers, as stated above, for a cumulative maximum of thirteen (13) weeks (one quarter). Said part-time Dispatchers shall be excluded from the bargaining unit and shall not receive any benefits afforded bargaining unit members. Should a part-time Dispatcher exceed the thirteen (13) week maximum, he/she shall be required to tender dues or an agency fee to the Union on a pro-rata basis and will be afforded Union representation, but shall not receive negotiated benefits afforded regular full-time employees. For purposes of discipline, part-time employees will have the permanent status of probationary.

ARTICLE X
WORKWEEK AND RATES OF PAY

Section 1.

The parties acknowledge that the work schedule of the Police Department Dispatchers is subject to the terms of the Federal Fair Labor Standards Act and the Administrative Jurisdiction of the US Department of Labor, State of New Jersey. This agreement is subject to and subordinate to any applicable Federal or State Legislation and Administrative rules. In the event any Federal or State administrative agency or a court of competent jurisdiction determines that the provisions of this agreement or any part hereof is in conflict with such laws or regulations, this agreement shall be void. Both parties acknowledge that they are proceeding with the good faith belief that the provisions of the within agreement are valid. Neither the CWA nor any member of the

CWA will file a grievance related to the work schedule or any other complaint of any kind related to the work schedule. If such a grievance or any other complaint is filed, the Borough shall continue to have the right to immediately terminate the within work schedule and related section herein and immediately reimplement the former schedule of eight (8) hour shifts. The provisions of Article XIX shall not be applicable to the work schedule.

Section 2.

All regular employees will be assigned forty (40) hours of work per week. The regular assignments will not be in excess of twelve (12) hours per day for workday one (1) through workday six (6) and four (4) hours on the seventh day by mutual exchange to insure no more than forty (40) hours of work per week. This mutual exchange to insure no more than forty (40) hours of work per week shall be strictly adhered to.

Section 3.

The normal hours of work shall be 6:00 AM to 6:00 PM and 6:00 PM to 6:00 AM with an appropriate lunch and break period with mutual exchange of four (4) hours on one of the seven workdays.

Section 4.

Two (2) fifteen (15) minute relief periods will be granted during each tour of duty.

Section 5.

Should tours become fixed annually, employees will be given preference of tours by seniority. However, days off within each tour shall be rotated based upon needs of the Department with an objective that no employee should normally be required to work more than two (2) consecutive weekends.

Section 6.

- A. All employees will be paid at one and one-half (1-1/2) times the regular rates of pay for all time worked in excess of twelve (12) hours in one (1) working day or forty (40) hours in a week.
- B. An employee may request compensatory time off in lieu of overtime which shall be granted at the discretion of the Chief of Police based on force needs. This time must be taken within thirty (30) days of the overtime worked.

Section 7.

An employee who works on a holiday shall receive equivalent time off on another day.

ARTICLE XI
WAGES

Section 1.

The first six (6) weeks of employment shall be as a Trainee at the prevailing minimum wage. Basic annual wage rates of the Dispatchers are shown below for employees in the bargaining unit:

	2011	2012	2013	2014	2015
Probationary	\$31,169	\$31,792	\$32,428	\$33,077	\$33,739
1 Year	32,146	32,789	33,445	34,114	34,796
2 Years	33,129	33,792	34,468	35,157	35,860
3 Years	34,645	35,338	36,045	36,766	37,501
4 Years	35,966	36,685	37,419	38,167	38,930
5 Years & Over	40,700	41,514	42,344	43,191	44,055

* Probationary employees may be brought up to the one (1) year level upon completion of their probation, but no later than their one (1) year anniversary.

NOTE - The members of the bargaining unit will receive an increase of ~~3.5%~~ for the year 2008; ~~0.0%~~ for the year 2009; and ~~0.0%~~ for the year 2010. **2% each year for the life of the contract.**

Section 2. - Clothing Allowance

Employees in the title of Dispatcher will at all times during working hours wear the uniform of North Haledon police, approved by the Borough. During the first week of May of each year the Employer will pay each employee an amount as shown:

January 1, 2011 - \$622.00

January 1, 2012 - \$634.00

January 1, 2013 - \$647.00

January 1, 2014 - \$660.00

January 1, 2015 - \$673.00

Costs for repair or replacement of said uniform will be at the employee's expense. ~~Part time benefit to be one half (1/2) of the amount of the above full time benefit.~~

Section 3.

Part-time Dispatchers will receive the minimum wage of up to \$15.00 per hour.

Section 4. - Education Allowance

~~Police Dispatchers who obtain an AA or BA or MA shall receive the following amounts every year of his/her employment:~~

_____	AA	\$500
_____	BA	\$2000
_____	MA	\$3000

~~During the first year in which the degree is awarded, the aforesaid amount shall be prorated from the date the degree is awarded up to the end of the year. This educational incentive shall be paid periodically as added to base pay. All police dispatchers hired after the execution of this contract shall only be eligible for this benefit if they are paid at the salary step of three years.~~

There will be no educational allowance for the life of the contract.

In lieu of the Educational Allowance, all FULL TIME DISPATCHERS will receive a stipend as set further below:

\$500.00 payable no later than December 31, 2011.

\$500.00 payable no later than December 31, 2012.

\$500.00 payable no later than December 31, 2013.

\$500.00 payable no later than December 31, 2014.

\$500.00 payable no later than December 31, 2015.

ARTICLE XII

LONGEVITY

A longevity plan is hereby established for the benefit of all full-time employees on a cumulative basis having the designated minimum years of service as follows:

A. There shall be added to and made a part of the remuneration of each full-time employee an amount equal to:

1. Two percent (2%) of the salary fixed for each such person upon the completion of four (4) years of cumulative service in and for the Borough of North Haledon.
2. Four percent (4%) of the salary fixed for each such person upon the completion of eight (8) years of cumulative service in and for the Borough of North Haledon.
3. Six percent (6%) of the salary fixed for each such person upon the completion of twelve (12) years of cumulative service in and for the Borough of North Haledon.

4. Eight percent (8%) of the salary fixed for each such person upon the completion of sixteen (16) years of cumulative service in and for the Borough of North Haledon.
5. Ten percent (10%) of the salary fixed for each such person upon the completion of twenty (20) years of cumulative service in and for the Borough of North Haledon.

B. In computing such periods of cumulative service in and for the Borough of North Haledon, credit for an entire year shall be given to any such employee who shall have served six (6) months or more during the first calendar year of employment, and no credit shall be given to such employee for such service during his first calendar year of employment if he shall have served less than six (6) months during such first calendar year of employment.

ARTICLE XIII

VACATION

Section 1.

The initial selection of vacation shall be by employee and by seniority. When an employee takes a vacation it shall be considered as the regular assignment week "Sunday through Saturday" inclusive, and if said period includes a holiday, the employee shall receive eight (8) hours credit pursuant to Article XIV. The length of service and amount of vacation shall remain the same with the understanding that one (1) week = forty (40) hours, two (2) weeks = eighty (80) hours, etc.

<u>Length of Service</u>	<u>Amount of Vacation</u>
6 months but less than 1 year	1 week
1 year but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks
10 years but less than 20 years	1 additional day per year up to 4 weeks maximum

20 years or more

1 additional day per year
up to 5 weeks maximum,
beginning in the 21st year

Section 2.

If an employee takes a vacation during a period which includes a holiday, the employee shall receive an extra eight (8) hours credit, which extra eight (8) hours shall be deducted from the allocated holidays pursuant to Article XIV.

Section 3.

While the initial selection of vacation scheduling shall be by the employee, it will be subject to the approval of the Chief. In determining whether to approve the vacation schedule selected by the employees, the Chief shall be guided by the needs of the Borough to have the desk adequately manned at all times.

At no time shall there be more than one dispatcher permitted to take vacation on the same day or week.

ARTICLE XIV

HOLIDAYS

Section 1.

The following holidays will be observed as holidays by the Employer:

New Year's Day

Martin Luther King Jr.'s Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

General Election Day
Veteran's Day
Thanksgiving and Day after Thanksgiving
Christmas Day

Total: 14

Plus three (3) Personal Days (i.e., total of 24 hours) to be scheduled forty-eight (48) hours in advance with the approval of the Chief of Police or in case of emergency with approval of the Chief of Police, the forty-eight (48) hours may be waived. Holiday compensation shall be at straight time rate and compensated in compensatory time off. ~~The total amount of compensatory time off shall be 14 X 8 hours or 112 hours.~~ **Holiday time off shall be at 14 days X 12 hours equating to a total of 168 hours annually.** Additionally, each employee shall have 3 personal days per year calculated at 8 hours per day or a total of 24 hours. The parties agree to combine these two sections to provide that the holiday time shall be 112 hours and the personal time shall be 24 hours. The total hours for these two sections are 136 hours.

ARTICLE XV LEAVE OF ABSENCE

Section 1. - Sick Leave

Each employee shall be entitled to fifteen (15) days x eight (8) hours sick days for a total of 120 hours in each calendar year for actual sickness or disability. Of the fifteen (15) x eight (8) hours sick days allowed, an employee may be granted three (3) x twelve (12) hours or a total of thirty-six (36) hours paid sick days in case of a family emergency other than personal illness. The three (3) x twelve (12) hour days are only applicable for family members (children, stepchildren, parents, grandchildren, spouse, or other person identified in the employee's personnel file as residing with the employee). The three (3) x twelve (12) hours paid sick days taken for the

aforementioned shall be deducted from the total of fifteen (15) x eight (8) hours, i.e. 120 hours, sick days allowed.

Should the Borough require the employee to be examined by a medical officer upon return to work, all costs shall be at the Borough's expense.

Section 2. - Cumulative Sick Leave

When an employee does not use all his sick leave, the same shall be cumulative to a maximum of fifteen (15) x eight (8) hours for a total of one hundred twenty (120) hours for each calendar year and may be used only for actual sickness or disability.

An employee may use his terminal leave on days immediately preceding his retirement date, unused accumulated sick leave to the extent that the number of days granted to the retiree is no greater than one half of the total accumulated sick time as per this paragraph. At no time shall any employee receive more than \$15,000.00 in terminal leave for unused sick time.

Section 3. - Military Duty

- A. Any employee ordered to military duty shall be granted a leave of absence under the terms of the Universal Military Training and Selective Service Act.
- B. Any employee who is a member of a military reserve component and has a mandatory training obligation shall be granted a maximum of fifteen (15) x eight (8) hours for a total of 120 hours each calendar year when ordered to short tours of active duty for such purpose. In such event, the Employer will pay to such employee the difference, if any, between his military pay and base pay which he would have received if he had continued within the service of the Employer for such period not to exceed fifteen (15) x eight (8) hours. Such differential pay shall apply to only one (1) fifteen (15) x eight (8) hour period in each calendar year.

Section 4. - Death in Family

- A. In case of death in an employee's immediate family or of a relative residing at the employee's home, the Employer will approve payment for absence up to three (3) days x eight (8) hours for a total of twenty-four (24) hours but which may, under

special circumstances and with the Employer's approval, be extended to cover forty (40) hours. "Immediate family" is defined as children, stepchildren, parents, stepparents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren and spouse or one other person identified in the employee's personnel file and residing at the employee's home. Bereavement time must be taken at the time of death.

B. In case of death of a relative, not in the immediate family, not residing in the employee's home, time off with pay for all or part of a scheduled workday in order to attend the funeral may be granted at the discretion of the Employer. In determining the treatment to be accorded, the Employer will consider the relationship between the employee and the deceased, the time and place of the funeral and the employee's hours of duty. Ordinarily the maximum time excused with pay should not exceed one (1) twelve (12) hour day.

Section 5. - Jury Duty

The Employer agrees that regular employees who are required by law to report for jury duty shall be excused for their entire tours during the period of jury service and shall be paid wages at their regular rate of pay for the time absent. Any night employees serving on juries shall be released from work without loss of pay.

Section 6.

Leaves of absence without pay for personal reasons may be granted.

Section 7. - FMLA

The Employer will abide by the conditions of the Family Leave Act of 1993 and any other amendments. In the case of 1) a serious health condition of the employee which renders the employee unable to perform the functions of his/her positions; 2) a serious health condition of a spouse, child, parent, or stepchild; 3) the birth of a child of the employee and in order to care for such child (fathers are eligible, as well as

mothers); 4) the placement of a child with the employee for adoption or foster care, the Family Leave Act applies.

The Family Leave Act permits twelve (12) weeks of leave each year. The leave year begins the first day of the leave (not January 1).

ARTICLE XVI
HEALTH AND WELFARE BENEFITS

Section 1.

The Employer shall provide for its employees and dependents health and welfare benefits, including hospital, medical, prescription, life insurance, and pension, covered by Public Employees Retirement System (PERS). Coverage for health benefits shall be through the NJ State Health Benefits Program. This coverage shall remain in effect unless and until the Employer chooses to replace coverage with other carrier which shall be equal. Included in such health benefits shall be a Prescription Drug Program for employees and dependents.

The Employer will also provide a Vision Care Plan with a \$10.00 co-pay for an examination and for appliances (glasses, contact lenses).

ARTICLE XVII
TRAINING

Section 1.

If the Employer requires any employee to participate in training, the costs of such training shall be borne by the Employer and the time spent by the employee selected for such training shall be considered working time.

Section 2.

Employees conducting training shall receive a training differential of \$10.00 per full day and \$5.00 per partial shift (half-day).

ARTICLE XVIII
HEALTH AND SAFETY

Section 1.

The Employer agrees to abide by and maintain standards of sanitation, safety, and health which comply with all applicable Federal, State, County, and City laws and regulations.

Section 2.

The parties agree that a joint Safety Committee, comprised of an equal number of Union and Management representatives, may meet to discuss and recommend safety programs and procedures. The Employer shall appoint the Management representative and the Union shall appoint the Union representative.

Section 3.

Any safety programs and procedures which may be recommended which would involve the expenditure of funds shall be implemented at the discretion of the governing body and shall not be grievable.

ARTICLE XIX
SEPARABILITY

Should any part hereof of any provision(s) herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. If any provision(s) are declared to be in conflict with law, the parties agree to meet within a reasonable period of time to negotiate a substitute provision(s).

ARTICLE XX
EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 1.

This agreement shall be effective as of January 1, 2011, and shall remain in effect for a period of **five (5)** years up to and including December 31, 2015.

Section 2.

In addition to the right of either party to terminate the Agreement as specified above, either party may, not earlier than sixty (60) days prior to the end of the initial period, request in writing negotiations on modifications or amendments to this Agreement. If such written request is made, the parties shall negotiate on modifications and amendments as proposed by the parties and this Agreement will continue in effect unless replaced by a new or amended Agreement or until terminated by either party giving sixty (60) days written notice of termination to the other party.

ARTICLE XXI
PAST PRACTICE

The parties agree that the benefits and rights of the Dispatchers are those expressly provided in the within Agreement and there shall not be any enforceable custom and usage practice benefits unless they are expressly provided for in the within Agreement.

ARTICLE XXII
CLOSURE

In the event the Borough in its sole discretion finds it necessary or desirable to close the dispatch desk, the following terms and conditions would apply to the lay off of the dispatchers:

ARTICLE XXII
CLOSURE

In the event the Borough in its sole discretion finds it necessary or desirable to close the dispatch desk, the following terms and conditions would apply to the lay off of the dispatchers:

- A. There shall be a 45 day advance notice.
- B. At the time of lay off, each of the dispatchers shall receive severance pay in the amount equal to one day's pay for each full year of service to North Haledon. However, no employee shall be entitled to the benefits as outlined in Article XV, Section 2 - Cumulative Sick Leave - if they have received the benefit as described here. In the event the employee is on terminal leave when the advance notice is given that the desk will close, the employee will not be entitled to one day of severance pay for each year of service In addition to the terminal leave.
- C. In the event that positions need to be filled by the successor provider of dispatch services, the Employer will request that the employees be given priority placement to fill such positions.
- D. Recall rights for all members of this unit shall be provided for one year. Notice of recall shall be by certified letter to the last known address.

FOR THE COMMUNICATIONS
WORKERS OF AMERICA

Elaine R. Waller

Elaine R. Waller
CWA Representative

FOR THE BOROUGH OF
NORTH HALEDON

Renate Elatab

Renate Elatab
Municipal Clerk

FOR THE BOROUGH OF NORTH
HALEDON POLICE DISPATCHERS

Petra Blau

Petra Blau
CWA Local 1023 Representative