

AGREEMENT

BETWEEN

BOROUGH OF LAVALLETTE

AND

**LAVALLETTE DISPATCHERS AND
RECORDS CLERKS ASSOCIATION**

2009 – 2010

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AGREEMENT

BY and BETWEEN: The Borough of Lavallette, a Municipality in the County of Ocean, State of New Jersey, herein after called the "Employer."

AND: The Lavallette Dispatchers and Records Clerks Association, hereinafter called the "DRCA" or "Association," as Bargaining Agent and on behalf of the members of the Lavallette Police Department, Borough of Lavallette, County of Ocean, State of New Jersey, herein after referred to as the "Employee."

WITNESSETH

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the employer and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement.

NOW, THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto do agree with each other with respect to the employees of the employer recognized as being represented by the Association, as follows:

ARTICLE 1 RECOGNITION AND SCOPE OF AGREEMENT

- A. The Employer hereby recognizes Lavallette Dispatchers/Records Clerk Association as the sole and exclusive representative of all the employees of the bargaining unit as defined in Article 1, Section 2, herein for the purposes of collective bargaining and all activities and processes relevant hereto.
- B. The bargaining unit shall consist of all regular full-time and permanent part-time police department dispatchers, clerk/typists and records clerks employed by the Borough of Lavallette. The bargaining unit excludes all others outside the police department, police officers, and all non-permanent part-time employees.
- C. This Agreement shall govern all wages, hours and other conditions of employment herein set forth.
- D. This Agreement shall be binding upon the parties hereto.

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ARTICLE 2
COLLECTING BARGAINING PROCEDURE

A. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Borough of Lavallette or his/her designees, and the President of the Lavallette Dispatchers/Records Clerk Association or his/her designees shall be the respective bargaining agents for the parties in collective negotiations.

B. Collective bargaining meetings shall be held at a time and place mutually convenient at the request of either party.

ARTICLE 3
CONDUCTING ASSOCIATION BUSINESS

A. The Employer shall permit two members of the D.R.C.A. Grievance Committee to conduct the business of the Committee, which consists of conferring with the employees and management on specific grievances in accordance with the Grievance Procedure set forth herein during hours without the loss of pay, providing the conduct of said business shall not diminish the effectiveness of the police department as determined by the Chief of Police. Meetings with management shall be held during normal business hours of the Borough. No overtime shall be incurred for attendance of D.R.C.A. Grievance Committee meetings.

B. The Employer shall permit one member of the D.R.C.A. Negotiating Committee to attend collective bargaining meetings during the duty hours of the member. However, when practicable, the negotiation sessions will be set during off-duty hours.

C. The Employer agrees to grant the necessary time off without loss of pay to one member of the Association selected as Delegate to attend, once annually, a State or National Convention of the Ocean County Communications Officers Association, Inc. The Chief of Police shall be notified in writing at least fourteen (14) days prior to the start of the convention. No additional compensation or overtime shall be incurred or paid to the employee for any additional time associated with the employee's participation at said convention.

ARTICLE 4
MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and the United States, including, but not limiting, the generality of the foregoing, the following rights:

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1. To the executive management and administrative control of the Borough and its properties and facilities and the 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.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of the employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

3. The right of management to make 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 is recognized.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Borough.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good cause according to the law and subject to the grievance procedure.

B. Pursuant to the laws of the State of New Jersey and the United States, the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authorities, duties and responsibilities under Titles 11A, 40 and 40A of NJSA or any other national, state, county or local laws, regulations, rules, statutes and/or ordinances.

ARTICLE 5 DISCRIMINATION AND COERCION

A. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the D.R.C.A. because of membership or activity in the D.R.C.A. The D.R.C.A shall not intimidate nor coerce employees into membership. Neither the Employer nor the D.R.C.A shall discriminate against any employee because of race, creed, color, national origin or political affiliation.



ARTICLE 6 SICK LEAVE

A. All employees covered by this Agreement shall be granted sick leave in accordance with N.J.A.C. 4A:6-1.3(a) through (h).

B. If an employee is absent for more than three consecutive working days, the employee must provide to the Borough written confirmation of the employee's illness from a physician. An employee, who uses more than 10 sick leave days during one calendar year without written confirmation of the employee's illness from a physician, must provide to the Borough written confirmation of illness from a physician for all additional days of sick leave taken within that calendar year.

C. A total of no more than 30 days of accumulated sick leave will be paid to an employee upon retirement, death or resignation in good standing and after 10 years' service. If an employee resigns after less than 10 years of service, no accumulated sick leave will be paid. In the case of death, the benefits shall be paid to the next of kin. Leave payment will be calculated at the employee's rate of pay at separation. An employee whose separation from service with the Borough occurs during the course of the year shall have any sick leave earned during the final year of service pro-rated based on the day of separation.

D. If an employee has accumulated 30 sick days, that employee shall be entitled to sell back all or any portion of unused sick leave above the accumulated 30 days, earned during the current calendar year, to the Borough at the employee's current rate of pay, provided that any sick days taken during the year in question shall be considered as having been earned during that calendar year. If an employee elects to sell back unused sick time, the employee's department head shall notify the Chief Financial Officer by November 1 of the relevant calendar year, and payment shall be made by the Borough by the first pay period in December of the relevant calendar year. If any sick days are used after November 1 of the relevant calendar year, those sick days will be deducted from the employee's remaining 30 days of accumulated sick leave.

ARTICLE 7 OVERTIME

A. All overtime must be authorized by the Chief of Police. Overtime shall be paid to employees for all hours worked in excess of forty (40) hours per week or eight (8) hours worked in any workday, exclusive of any unpaid leave time.

B. When an employee is recalled for duty, the employee shall be entitled to a minimum compensation for three (3) hours, which will be paid as overtime hours if the employee is eligible for overtime under the provisions herein. The recall pay will only occur if the recall is not at the end of the employee's regularly scheduled shift.

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C. The Chief of Police, through his own discretion, shall have the ability to fill, through the most efficient means possible, an unfilled shift.

D. Overtime shall be offered as paid overtime or compensation time, at a rate of 1 ½ times the hourly rate of the employee. The Borough shall require employees to work overtime as the need arises and shall mandate those employees to work overtime who are most suitable to work said overtime. During December of each calendar year the Borough may elect to pay the employee for any unused compensation time. Any compensation time left at the end of each year may be carried over to the next year to the extent permissible under any State or Federal Law.

ARTICLE 8 HOLIDAYS

A. The following shall be recognized as Holidays for all full time employee covered under this agreement:

New Year's Day	Labor Day
Washington's Birthday	Election Day
Lincoln's Birthday	Columbus Day
Good Friday	Veteran's Day
July 4 th (Independence Day)	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Martin Luther King Day	Christmas Day

B. For full-time dispatchers, all holidays shall be added to yearly vacation time and for all purposes shall be treated as vacation time.

C. Part-time employees covered by this agreement shall not be entitled to holiday leave.

ARTICLE 9 DEATH IN THE FAMILY

A. A leave of absence with pay, for not more than three (3) days, shall be granted to an employee desiring such leave because of death in the immediate family. The leave of absent must be consecutive days and one of the days of the leave must be either the day of death or day of funeral. Two additional days with pay shall be granted if the funeral or burial service takes place outside the State of New Jersey.

B. For the purpose of clarification, immediate family shall include the following: mother, father or parental guardian, brothers and sisters, spouse, children, grandmother and grandfather, mother-in-law and father-in-law, brother-in-law and sister-in-law.

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ARTICLE 10
CLOTHING AND CLOTHING MAINTENANCE ALLOWANCE

The Borough will provide standard issue and/or approved uniform apparel for full and part time Dispatchers/Records Clerks as approved by the Chief of Police. Uniforms shirts will be provided at the amount of three (3) summer and three (3) winter shirts annually. In addition, shirts will be issued, in the amount provided above, to new personnel at the time of hire.

ARTICLE 11
BULLETIN BOARD

- A. The Association shall have the sole use of the mutually agreed upon Association bulletin board for the purpose of posting notices relating only to matters of official business of all emergency organizations and other employee related matter.
- B. Only materials authorized by the signature of the Association, President or Shop Steward will be posted on said bulletin board.
- C. The Borough may require the Association to remove, from the bulletin board, any material that does not conform with the intent of the above provisions of this Article. No material of a derogatory, inflammatory, insulting or demeaning nature against the Borough, any employee/official of the Borough or any resident/citizen/landlord/tenant /business owner in the Borough shall be posted.

ARTICLE 12
GRIEVANCE PROCEDURE

- A. A grievance within the meaning of this Agreement shall be limited to any controversy or dispute arising between parties hereto relating to any matter of wages or any dispute between parties involving interpretation or application of any provisions of this Agreement.
- B. The procedural steps for considering and resolving grievances are as follows:
 - 1. An aggrieved employee shall present his grievance to the Chief of Police within five (5) working days of knowledge of its occurrence or such grievance shall be deemed waived. For the purpose of this section working days shall be defined as Monday through Friday irrespective of whether the employee works the day(s) or not.
 - 2. The Chairman of the Grievance Committee or its duly constituted and designated representative shall present and discuss the grievance or grievances orally with the Chief of Police or his duly designated

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representative and the Chief of Police shall answer the grievance orally, within two (2) working days.

3. If the employee is not satisfied with the results of Step 2. above, then such member of the Employee Grievance or the individual employee, provided that a member of the Employee Grievance Committee is in attendance, shall present the grievance to the Employer Police Committee in writing on a form supplied by the Borough. In the event the grievance is not satisfactorily adjusted within five (5) working days, both parties will sign a Grievance Record Form and present the grievance as provided in Step 4 hereof.
4. The Grievance Committee and the Mayor and Council of the Borough of Lavallette shall meet within fourteen (14) working days from the filing of the signed Grievance Record Form with the Borough Clerk. The Mayor and Council shall present their decision to the Grievance Committee within seven (7) working days from the date of the meeting.
5. Within twenty (20) calendar days of the Step Four decision or the date of the Step Four decision is due, the Association only may petition for arbitration. The arbitrator shall be chosen in accordance with the rules of the Public Employment Relations Commission (PERC). Only the Association is authorized to file for arbitration.
6. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her involved in the grievance. In formulating the decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States, where applicable. The arbitrator shall not have the authority to add to, modify, subtract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding in accordance with law.
7. The costs for the services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.
8. The arbitrator shall set forth his/her findings of fact and reasons for making the award within thirty (30) calendar days after the conclusion of the arbitration hearing, unless agreed to otherwise by the parties.

C. Group grievances, which shall be defined as those affecting “substantially” all of the members of the Association, shall be filed by the Association, and the Association only, at Step Three.

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D. Grievances initiated by the Borough shall be filed simultaneously with the Local Union President and Unit Shop Steward within fifteen (15) calendar days after the occurrence giving rise to the grievance. The Borough and the Association shall schedule a meeting within fifteen (15) calendar days of the grievance filing in an effort to resolve the dispute. The Borough's grievance may be referred to grievance arbitration within thirty (30) calendar days of meeting with the Association if same is not resolved.

E. The time limits express herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to be conclusive. If any grievance is not processed to the next succeeding Step in the grievance procedure within the limits prescribed there under, then the disposition of the grievance at the last step shall be deemed conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or shorten the time limits for processing the grievance at any step in the grievance procedure. Failure to respond by the time limits established shall be deemed a denial.

ARTICLE 13 INSURANCE

A. Insurance benefits offered in this section are provided to full-time employees and their dependents only.

B. Health Benefits Existing Employees: The Employer shall provide fully paid health insurance for full-time employees and their families. The Employer agrees to maintain the State Health Benefits Plan as administered by the Division of Pensions and Benefits, Department of the Treasury, State of New Jersey or an equivalent insurance program offered by a carrier selected by the Employer. For the purpose of this section the term "families" shall be defined by the rules and regulations established by the State of New Jersey, Department of Treasury, Divisions of Pensions and Benefits.

C. The Employer shall provide a prescription drug plan to the employees and their families. The prescription plan co-pays shall be \$5.00 for generic brand prescriptions and \$20.00 for name brand prescriptions. The same deductibles shall apply to mail order supplies as well. The prescription plan shall be provided by Bollinger, Inc. or an equivalent insurance program offered by a carrier selected by the Employer.

D. The Employer shall provide a dental plan to the employees and their families. The dental plan shall be provided by Horizon Blue Cross Blue Shield of New Jersey or an equivalent insurance program offered by a carrier selected by the Employer.

E. The Borough shall continue to cover each employee with a term life insurance policy of \$15,000 at not cost to the employees.

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ARTICLE 14
SALARY SCHEDULE

<u>Employee</u>	<u>2009</u>	<u>2010</u>
New Dispatcher (hired in 2010)		26,766
Lord	26,766	27,837
Bea	26,766	27,837
Heroy	30,127	31,332
Graham	42,201	43,889
Reece	51,711	53,799

ARTICLE 15
WORK HOURS

- A. Work hours for Full-time Dispatchers consist of a forty (40) hour workweek, consisting of five (5) shifts of eight (8) hour days.
- B. Work hours for Full-time Records Clerks consist of a forty (40) hour workweek, consisting of five (5) shifts of eight (8) hour days.

ARTICLE 16
AGENCY SHOP

- A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee that signs a properly dated authorization card, supplied by the Association and verified by the Borough's designee during the month following the filing of such card with the Borough.
- C. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish the Borough written notice thirty (30) calendar days prior to the effective date of such change and shall furnish the Borough either new authorizations from its member showing the authorized deductions of each employee or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association will provide the necessary “check-off authorization” form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Borough’s designee.

E. Any such written authorization may only be withdrawn between the period of the 1st of April and the 30th of June by filing a withdrawal notice with the Borough. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Borough agrees to deduct the fair share fee from the earnings of those employees who elect not to become a member of the Association and transmit the fee to the majority representative.

1. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

2. The fair share fee for services rendered by the Association shall be in the amount equal to the regular membership dues, initiation fees and assessments of the Associations less the costs of benefits financed through the dues and available only to the members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

3. The sum representing the fair share shall not reflect the costs of financial support of political causes or candidates, except to the extent that is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administrations, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Borough.

4. Prior to January 1st and July 31st of each year, the Association, if there is a change in the cost of membership, shall provide advance written notice to the Borough and any non-member of such increase. Upon written request, any information necessary to compute or validate the fair share fee for services enumerated above will be forwarded to the Borough or employee requesting same.

5. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.

G. The Association shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by

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reason of action taken by the Borough in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association and signed by the President of the Association, advising of such changed deduction.”

ARTICLE 17 CHANGE IN TERMS AND CONDITIONS OF EMPLOYMENT

- A. The Employer agrees to negotiate any changes which it proposes to make to the terms and conditions of employment with representatives of the DRCA.
- B. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any Employee’s benefits existing prior to its effective date.

ARTICLE 18 SAVINGS CLAUSE

In the event that any Federal or State legislation, government regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles or Sections shall not be so invalidated and shall remain in full force and effect.

ARTICLE 19 VACATION LEAVE

- A. All full-time employees shall be entitled to annual paid vacation leave, credited at the beginning of each year in anticipation of continued employment, based on their years of continuous full-time employment.
- B. Vacation Schedule.
1. New full-time employees shall only receive one working day of vacation for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day of vacation if they begin on the 9th through the 23rd day of the month.

2. Vacation leave will be granted to each full-time employee, in hours, on the following basis:

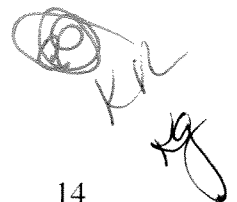
- a. An employee with no more than 12 months of service shall receive one working day, in hours, for each calendar month employed.
- b. An employee who, at the beginning of a calendar year, has served one year and one day up to a total of four years shall receive 12 working days, in hours, per year.
- c. An employee who, at the beginning of a calendar year, has served from four years and one day up to 11 years shall receive 15 working days, in hours, per year.
- d. An employee who, at the beginning of a calendar year, has served from 11 years and one day to 19 years shall receive 19 working days, in hours, per year.
- e. An employee who, at the beginning of a calendar year, has served for at least 19 years and one day shall receive 25 working days, in hours, per year.
- f. New full-time employees, both provisional and permanent, shall earn, but are not permitted to use, vacation leave during the first three months of employment. Employees who are not retained at the conclusion of the three-month period shall not be entitled to payment for any vacation or sick leave accumulated during that time.

3. Vacation leave may be carried over for one calendar year, where use of such leave was not permitted during the year earned due to business necessity. Vacation leave not used by the end of the calendar year following the year of employment is lost.

4. Accumulated vacation leave shall be paid to the employee upon separation of employment at the employee's rate of pay as of the date of separation. Any employee leaving the service of the Borough shall have unused vacation leave paid to him/her on a pro-rated basis.

5. Vacation leave credits shall not accrue after an employee has resigned or retired although his or her name is being retained due to resignation, retirement or removal.

6. Continuous service, for the purpose of this section, shall mean employment for the same jurisdiction without actual interruption due to resignation, retirement or removal.

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- a. An employee who has been appointed from a special reemployment list shall be credited with any continuous service prior to the layoff in addition to continuous service subsequent to re-employment. All seniority rights shall be retained according to the total time employed with the Borough.
- b. Periods of employment before and after a suspension or leave without pay shall be considered continuous service. However, the period of time on a suspension or leave without pay, except for military leave, shall not be included in calculation years of continuous service.

7. Upon the death of an employee, unused vacation leave shall be paid to the employee's estate.

ARTICLE 20 PERSONAL LEAVE

A. Personal leave will be will be granted to each full-time employee, in hours, based on their continuous full-time employment, on the following basis:

1. An employee who, at the beginning of a calendar year, has served one year and one day up to a total of six years shall receive one working day, in hours, per year.

2. An employee who, at the beginning of a calendar year, has served from six years and one day up to 12 years shall receive two working days, in hours, per year.

3. An employee who, at the beginning of a calendar year, has served for at least 13 years and one day shall receive three working days, in hours, per year.

B. All personal days given must be used within the calendar year given.

C. Whenever an employee requests the taking of Personal Days, the employee shall, unless prevented by exigent circumstances, give at least three (3) calendar days notification, in writing, to the Department prior to the taking of said time off, subject to the approval of the Chief of Police or designee.

D. Probationary employees shall not be entitled to this benefit until they have completed probation.

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ARTICLE 21
COMPLETENESS OF AGREEMENT

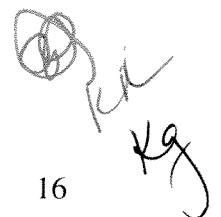
This Agreement constitutes the entire collective bargaining agreement between the parties and settles for the term of this Agreement all matters which were, or might have been, raised in all collective bargaining negotiations leading to the signing of this Agreement.

ARTICLE 22
DURATION

A. This Agreement shall be effective as of January 1, 2009 and shall remain in effect until December 31, 2010.

B. In the absence of written notice given at least thirty (30) days prior to the expiration of this Agreement by either party to the other of intent to terminate, this Agreement shall be automatically renewed for a period of one (1) year, and from year to year thereafter until such time as thirty (30) days notice is given prior to the annual expiration date.

C. In the event that such notice is given, negotiations shall begin not less than fifteen (15) days prior to the expiration date.

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ATTEST:

BOROUGH OF LAVALLETTE



CHRISTOPHER F. PARLOW
MUNICIPAL CLERK

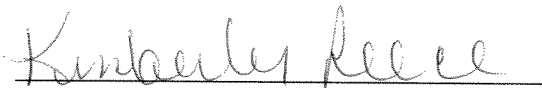


WALTER G. LaCICERO
MAYOR

DATED: 1/26/10

ATTEST:

LAVALLETTE DISPATCHERS AND
RECORDS CLERKS ASSOCIATION



DATED: 1/26/10


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