

1072

AGREEMENT

BETWEEN:

TOWNSHIP OF RANDOLPH,  
MORRIS COUNTY, NEW JERSEY

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS  
MAY 11 1992  
RUTGERS UNIVERSITY

-and-

RANDOLPH TOWNSHIP POLICE SECRETARIES

AND

RANDOLPH TOWNSHIP POLICE DISPATCHERS

January 1, 1990 to December 31, 1992

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P R E A M B L E

This AGREEMENT entered into this            day of            by and  
between the TOWNSHIP OF RANDOLPH, in the County of Morris, New Jersey,  
a Municipal Corporation of the State of New Jersey, hereinafter called  
the "Township", and RANDOLPH TOWNSHIP POLICE DISPATCHER AND POLICE  
SECRETARIES hereinafter called the "Association" represents the  
complete and final understanding on all the bargainable issues between  
the Township and the Association.

ARTICLE I

RECOGNITION

The Township recognizes the Association as the exclusive collective negotiations agent for the Members of the Randolph Township Police Dispatchers and Secretaries.

A R T I C L E I I

ASSOCIATION RIGHTS

A. During Collective Negotiations, authorized Association representatives, not to exceed two (2) shall be excused from their work duties to participate in all negotiation sessions which may be mutually scheduled to take place during their regularly scheduled work time, and shall suffer no loss of regular pay thereby.

B. Each respective negotiating Committee shall be empowered with authority to negotiate an Agreement, subject, however, to the approval and ratification of same by their respective constituencies.

A R T I C L E   I I I

M A N A G E M E N T   R I G H T S

A. 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:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transferr employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other National, State, County or local laws or ordinances.

A R T I C L E   I V

W O R K   W E E K   A N D   O V E R T I M E

A. SECRETARIES

1. The normal work week for a secretary shall consist of five (5) consecutive days, Monday through Friday. The normal work day shall consist of seven (7) hours as scheduled by the work rules of the employer.

2. The Township shall compensate secretaries with one (1) hour of compensatory time off for each hour worked by the employee in any given week in excess of thirty-five (35) hours and up to forty (40) hours providing such overtime shall have been with the authority or approval or at the direction of the immediate supervisor of the employee or the Chief of Police. In the event compensatory time due the employee for such overtime between thirty-five (35) and forty (40) hours is not made available prior to the end of the calendar year, such time may be accumulated by the employee or paid at one and one-half (1-1/2) times the hourly rate of compensation paid such employee during the year earned.

3. The Township shall compensate secretaries for overtime work in excess of forty (40) hours at one and one-half times the hourly rate of compensation paid such employee providing such overtime shall have been with the authority or approval or at the direction of the immediate supervisor of the employee or the Chief of Police.

B. DISPATCHERS

1. The normal work week for a dispatcher shall begin on Monday morning at 12:01 a.m. and end of the following Sunday at 12:00 midnight. The regular hours of work shall be eight (8) hours per day, forty (40) hours per week.

2. A dispatcher who is required to work longer than his regular 8 hour shift or more than five (5) work days in any work week, shall be paid for overtime at time and one-half or he may opt for compensatory time off, subject to the approval of the Chief of Police, at the rate of one and one-half hours off for every overtime hour worked. Such compensatory time shall accumulate and be used at the employee's request subject to prior departmental approval.



A R T I C L E V

SICK LEAVE

A. Service Credit for Sick Leave

1. All employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized for short periods because of death in the employee's immediate family as defined below.

B. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full time employee on the basis of twelve (12) days per year

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. In the event an employee is injured while at work, full salary will be paid without a charge against sick leave, provided the employee is eligible for, and the Township receives reimbursement workman's compensation benefits.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him or her leave, his or her supervisor shall be notified prior to the employee's starting time.

a) Failure to so notify his or her supervisor may be cause of denial of the use of sick leave for that absence and constitutes cause for disciplinary action.

b) Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Township may require proof of illness of an employee on sick leave, however, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township by a physician of the Township's choice. Such examination shall establish whether the employee is capable of performing his or her normal duties and that his or her return will not jeopardize the health of other employees.

E. Bereavement Leave

1. In case of death in the immediate family, an employee shall be granted up to three (3) days leave.

2. Immediate family shall be defined as the employee's husband, wife, child, step-child, mother, father, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law or sister-in-law.

3. Reasonable verification of the event may be required by the Township.

4. In the event of a death in the immediate family which would cause the employee to travel considerable distance or would otherwise entail additional time off, a maximum of five (5) days may be granted by the Chief of Police at his discretion in unusual or extraordinary circumstances.

ARTICLE VI

HOLIDAYS

A. The following thirteen (13) days shall be holidays upon which the public offices of the employer shall be closed and on which the secretaries shall not be required to work:

New Year's Day	Labor Day
Martin Luther King's Birthday	General Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

B. The above thirteen (13) days shall be compensated for in two (2) cash payments to dispatchers at the dispatcher's base rate of pay, one on May 1 and the second half on November 1 of each year for each Dispatcher. A dispatcher must have been on the payroll during the holiday to receive compensation therefor.

A R T I C L E VII

VACATIONS

A. Vacations for full time employees shall be based upon the following schedule:

After 1st year	2 weeks
January 1st following the 6th year of service	3 weeks
January 1st following the 13th year of service	4 weeks
January 1st following the 18th year of service.	4 weeks plus one (1) additional day for each year served over 18.

B. The employee should be allowed to carry one week over a calendar year.

C. All vacation days must be taken during the calendar year earned except when special permission is granted by the Manager.

A R T I C L E VIII

INSURANCE

A. The employer shall provide for each full time employee and his or her dependents the following health insurance:

1. New Jersey Blue Cross (hospital service) and New Jersey Blue Shield (medical-surgical) including Rider J.
2. Major Medical Insurance
3. Group Life Insurance
4. Salary Continuation Insurance

B. The employer reserves the right to change insurance carriers, so long as substantially similar benefits are provided.

C. The Township will provide payment toward the cost of dental plan for Township employees based on the following schedule:

<u>Year</u>	<u>Maximum Amount Paid</u>
1990	\$450.00
1991	\$550.00
1992	\$600.00

A R T I C L E   I X

G R I E V A N C E   P R O C E D U R E S

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise effecting the terms and conditions of the Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence in the terms and conditions of this Agreement and may be raised by an individual, the Association or the Township.

C. Steps of the Grievance Procedure

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 be waived by mutual consent.

Step One: The moving party shall present the grievance in writing signed by the aggrieved to the Department Head within five (5) calendar days of the occurrence giving rise to the grievance for the purpose of resolution. In the discussion of the grievance, the persons involved shall make an earnest effort to resolve the matter. The Department Head shall make whatever additional investigations are necessary and shall, within five (5) calendar days after presentation of the grievance, give his decision.

Step Two: If a grievance is not resolved at Step One, the moving party may, within five (5) calendar days of receipt of the answer in Step One, submit the written grievance to the Township Manager, who shall give his answer within five (5) calendar days of the presentation of the grievance in Step Two.

Step Three: If the grievance is not resolved in Step Two, it may be appealed in writing within five (5) calendar days after receipt of the answer in Step Two to the Governing Body. Upon receipt of an appeal, a meeting may be scheduled to discuss the grievance within fifteen (15) calendar days of receipt of the appeal unless extended by mutual agreement. The decision of the Governing Body shall be made not ten (10) calendar days after the Step Three meeting, or if no meeting is held then the answer shall be given within fifteen (15) calendar days of receipt of the grievance.

Step Four: Arbitration

a. In the event the grievance has not been resolved at Step Three, the Association may within five (5) calendar days request arbitration. The arbitrator shall be chosen in accordance with the Rules of P.E.R.C. (Public Employment Relations Commission).

b. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment to supplement thereto.

c. The costs of the services of the arbitrator shall be borne equally between the Township and the Association. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

d. The arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) days at the conclusion of the arbitration hearing unless agreed to otherwise by the parties. The decision of the arbitrator shall be final and binding.

D. A grievance will be considered settled upon its withdrawal in writing, or when the grievant ceases to be an employee by resignation or when any time limit set forth above has expired for its appeal to the next step. Failure to answer a grievance within the proper time shall move it to the next step.



A R T I C L E X

DISCHARGE AND DISCIPLINE

A. No permanent employee shall be discharged or suspended or otherwise disciplined without just cause.

B. The employer shall notify the Association at the time disciplinary action is taken.

C. Employees shall have the right to claim that suspension or discharge was unjustly imposed by submitting such claim to the Township Manager in writing within three (3) working days after the disciplinary action. This shall be the sole method of appeal of disciplinary action taken.

A R T I C L E X I

NO STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerned failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

D. Nothing contained in this Agreement shall be construed or limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

A R T I C L E   X I I

SALARIES AND MERIT SYSTEM

- A. Salaries for all Police Secretaries and Dispatchers shall be provided from 1990-1992, as set forth in paragraphs B, C, D, E and F below.
- B. It is agreed that the existing merit review board consisting of the Superiors in charge shall be continued. The review board shall review job performance evaluations for each Police Clerical Employee. During the review of each employee's job performance, the Shift Sergeant or Clerical Worker Supervisor under which any employee has consistently worked may also serve as a voting member of the review board as determined by the Chief of Police. A recommendation from the review board shall be submitted in writing to the Chief of Police who shall take the recommendation under consideration in his final recommendations regarding merit pay increases to the Township Manager. The recommendation of the review board shall be non-binding on either the Chief of Police or the Township Manager. However, if the recommendation of the review board is not finally implemented, the reasons for the action taken will be stated in writing.
- C. On January 1, 1990 all employees shall receive an increase of five percent (5%) in base salary and shall be eligible for a merit increase of from 0 - 4% as determined by the merit review procedure set forth in paragraph B above.
- D. On January 1, 1991 all employees shall receive an increase of five percent (5%) in base salary and shall be eligible for a merit increase of from 0 - 4% as determined by the merit review procedure set forth in paragraph B above.
- E. On January 1, 1992 all employees shall receive an increase of six percent (6%) in base salary and shall be eligible for a merit increase of from 0 - 3% determined by the merit review procedure set forth in paragraph B above.

F. New employees in the position of Police Secretary or Dispatcher shall have their salaries established in accordance with the salary ordinance of the Township.

A R T I C L E X I I I

L O N G E V I T Y

A. A longevity program based upon the employee's length of continuous and uninterrupted service with the Township shall be provided on the following basis for each year of this Agreement:

- |  |                 |
|--|-----------------|
| 1. January 1st, after fifth year of service        | 2% of base pay  |
| 2. January 1st, after tenth year of service        | 4% of base pay  |
| 3. January 1st, after fifteenth year of service    | 6% of base pay  |
| 4. January 1st, after twentieth year of service    | 8% of base pay  |
| 5. January 1st, after twenty-fifth year of service | 10% of base pay |

B. Longevity shall be computed on base pay, and shall date from the employees original date of hire so that the anniversary date of the employee shall be operative in determining what, if any, longevity payment is to be made on the succeeding January 1st.

C. Payments shall be made in bi-weekly installments.

A R T I C L E X I V

CLOTHING ALLOWANCE

AND

MAINTENANCE

A. The Township will provide an allowance for the maintenance and cleaning of uniforms of all dispatchers in the Police Department according to the following schedule:

1990 - \$350.00

1991 - \$375.00

1992 - \$400.00

B. The Township will provide each new Dispatcher with a standard supply of uniforms as determined by the Chief of Police. The Township shall also replace any equipment or uniforms on an as needed basis.

A R T I C L E X V

E D U C A T I O N A L T R A I N I N G

A. Any member of the Association requested to attend any training or school other than during his regular scheduled hours shall receive compensatory time off on the basis of time and one-half.

B. Should any member of the Association have to use their personal vehicle to attend any school or training he will be compensated at a rate of .25¢a mile.

C. Any member of the Association attending a school during the above mentioned times shall be allowed up to \$5.00 per meal incurred upon return to work and presentation of receipt.

A R T I C L E XVI

EQUAL EMPLOYMENT OPPORTUNITY POLICY

A. It is mutually agreed that there shall be no discrimination because of race, color, religion, sex, age, marital status, national origin, or physical disability unless based upon a bona fide job requirement. Union and Township representatives shall work cooperatively to assure the achievement of equal employment opportunities. Any employee who fails to cooperate to this end shall be subject to disciplinary action. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance provisions of this contract prior to seeking relief through other channels.



A R T I C L E XVII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be effected thereby and shall continue in full force and effect.

A R T I C L E XVIII

TERM OF AGREEMENT

This Agreement shall take effect from January 1, 1990 and shall remain in full force and effect through December 31, 1992, and thereafter from year to year unless either party shall give notice in writing no sooner than one hundred twenty (120) days nor later than sixty (60) days in advance of the expiration date of this Agreement of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial aforesaid notice is given. Thereafter, the responding party shall have thirty (30) days to give notice of proposed changes and/or counter proposals in writing. No such changes by either party shall be considered which are not received in accordance with this Section.

RANDOLPH TOWNSHIP POLICE SECRETARIES  
AND DISPATCHERS ASSOCIATION

BY: JS/  
Joanna Hoffman

Witness: JS/  
Robert Tarantino

TOWNSHIP OF RANDOLPH  
MORRIS COUNTY, NEW JERSEY

BY: [Signature]  
Kayla Bergeron, Mayor

Witness: [Signature]  
Doris M. Ryan, Township Clerk