

Contract no: 1754

~~8~~ T

COPY

A G R E E M E N T

between

TOWN OF HACKETTSTOWN
WARREN COUNTY, NEW JERSEY

and

HACKETTSTOWN PUBLIC EMPLOYEES ASSOCIATION
(CIVILIAN POLICE DISPATCHERS UNIT)

January 1, 1993 through December 31, 1995

THOMAS K. THORP, ESQ.
Thorp & Thorp
204 Washington Street
P.O. Box 545
Hackettstown, NJ 07840

PREAMBLE

This Agreement entered into this day of 1993, by and between the TOWN OF HACKETTSTOWN, County of Warren, a Municipal Corporation of the State of New Jersey, hereinafter called the "Town", and the HACKETTSTOWN PUBLIC EMPLOYEES ASSOCIATION, hereinafter referred to as the "Association", represents the complete and final understanding on all bargainable issues between the Town and the Association.

ARTICLE I

RECOGNITION

A. The Town hereby recognizes the Association as the sole and exclusive representative for all full-time Civilian Dispatchers employed by the Town of Hackettstown but excluding police officers, managerial executives, confidential employees and supervisors within the meaning of the Act and all other employees of the Town and this Agreement is intended to apply to such employees only.

B. The title of employee shall be defined to include the plural as well as the singular, and to include males and females.

ARTICLE 11

ASSOCIATION REPRESENTATIVES

A. The Association shall have the right to designate two (2) members of the Association as Association Representatives.

B. The duly elected Association Representative or alternate shall be excused with pay from his normal assignments to process grievances when scheduled with the Town's Representatives during regular working hours. Proper and prior request is to be made to the Chief of Police.

C. In the event the Association Officer is incapacitated, or is unable to carry out the functions of office due to illness, vacation or otherwise, an alternate Representative of the Association shall have the full authority to represent the Association for any and all business. However, the name of the alternate must be supplied to the Town in advance and no exception or change in the alternate shall be allowed.

ARTICLE III

MANAGEMENT RIGHTS

A. Nothing in this Agreement shall be deemed to limit or restrict the Town as employer in any way in the exercise of the functions of management including:

1. The right to manage, control and operate its facilities.
2. To direct the work forces, hire, promote, transfer, suspend, discipline or discharge employees for just cause subject to Civil Service regulations.
3. Determine the amount of overtime to work or layoff employees for lack of work or for other proper reasons.
4. To schedule work subject to the terms of this contract.
5. To require employees to observe the Town's rules and regulations.
6. To make rules and regulations relating to the operation of its facilities not inconsistent with the terms of this Agreement (or with N.J.S.A. 34:13A-5.3 et seq.).
7. To introduce new and improved methods of operation, install new facilities, change existing methods or facilities.
8. To enforce Civil Service regulations.

B. All of said rights are vested exclusively in the Town subject to the Laws of the United States, State of New Jersey, and this Agreement.

ARTICLE IV

DUES DEDUCTION

A. The Town agrees to deduct from the salaries of the employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) Title 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Town Treasurer during the month following the filing of such card with the Town.

C. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Town written notice thirty (30) days prior to the effective date of such change and shall furnish to the Town either new authorizations from its members showing the authorized deductions for 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 Town Clerk.

E. The Association shall indemnify, defend and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Town in reliance upon salary deduction authorization cards submitted by the Association to the Town or in reliance upon the official notification

on the letterhead of the Association and signed by the President of the Association advising of such changed deductions.

F. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to the Association membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Association, and this Agreement has been executed by the Town after it had satisfied itself that the Association is a proper majority representative.

G. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Town Clerk. 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.

ARTICLE V
GRIEVANCE PROCEDURE

A. Definitions

The term "grievance" means a complaint by an employee that, as to him, there has been an inequitable, improper or unjust application, interpretation or violation of a policy, agreement or administrative decision affecting working conditions of an employee.

The term "employee" shall mean any employee covered by this contract but shall not include any other supervisory employees.

The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees or by a public employees association, or by the Town to act on its or their behalf and to represent it or them.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to disputes arising under this contract or affecting working conditions of the employee.

C. Procedure

1. An aggrieved employee shall institute action under the provisions hereof within five (5) calendar days of the occurrence complained of, or within five (5) days after he would reasonably be expected to know of its occurrence. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance.

2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal.

4. Whenever the employee appears with a representative, the Town shall have the right to designate a representative to participate at any stage in the grievance procedure.

5. An employee shall first discuss his grievance orally with the Chief of Police and file with the Chief of Police a brief written statement of the grievance. A decision in writing shall be rendered within five (5) days of receipt of grievance by the Chief of Police or his designee.

6. If the grievance is not resolved to the employee's satisfaction within five (5) days from the determination referred to in paragraph 5 above, the written grievance shall be forwarded to the Mayor and Chairman of the Police Committee. A decision in writing shall be rendered by the Mayor and Chairman of the Police Committee within five (5) days of receipt of the grievance by the Mayor and Chairman of the Police Committee.

7. If the grievance is not resolved to the employee's satisfaction within ten (10) days from the determination referred to in paragraph 6 above, the employee shall submit his grievance to the Mayor and the Police Committee in writing, specifying:

- a. The nature of the grievance;
- b. The results of the previous discussion;
- c. The basis of his dissatisfaction with the determination.

8. Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Mayor and Police Committee of the Common Council shall hold a hearing at which all parties in interest shall have the right to be heard.

9. Within ten (10) days from the hearing (unless a different period is mutually agreed upon), the Mayor and Police Committee shall, in writing, advise the employee and his representative, if there be one, of their determination and shall forward a copy of said determination to the Chief of Police.

10. In the event of failure of the Mayor and Police Committee to act in accordance with the provisions of paragraphs 8 and 9, or in the event a determination by them in accordance with the provisions thereof, is deemed unsatisfactory by the employee, within ten (10) days of the failure of the Mayor and the Police Committee to act or within ten (10) days of the determination by them, the employee may appeal to the Governing Body.

11. Where an appeal is taken to the Governing Body, there shall be submitted by the employee:

- a. The writing set forth in paragraph 7 and 9 and a further statement in writing setting forth the employee's dissatisfaction with the action of the Mayor and the Police Committee.

12. If the employee in his appeal to the Governing Body does not request a hearing, the Governing Body may consider the appeal on the

written record submitted to it, or the Governing Body may, on its own, conduct a hearing or it may request the submission of additional written material. Where the employee requests, in writing, a hearing before the Governing Body, a hearing shall be held.

13. The Governing Body shall make a determination within thirty (30) days from the receipt of the grievance and shall, in writing, notify the employee, his representative if there be one, the Mayor and the Police Chief of its determination. This time period may be extended by mutual agreement of the parties.

14. In the event an employee is dissatisfied with the determination of the Governing Body and the matter involves interpretation or application of the contract, he shall have the right to request arbitration.

A written request for arbitration shall be made no later than fifteen (15) days following the determination of the Governing Body. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Governing Body shall mutually agree upon a longer time period within which to assert such a demand.

15. Within (10) days after such written request of submission to arbitration, the Governing Body and the employee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

16. The arbitrator so selected shall confer with the Governing Body and the employee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearing or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Governing Body and the employee and shall not be binding on the parties but shall be advisory only.

The Town and the employee reserve the right to seek such remedies either party may have by law or under Civil Service Rules and Regulations.

17. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of the hearing room shall be borne equally by the Town and the employee. Any other expenses incurred shall be paid by the party incurring the same.

18. All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their designated representatives.

19. No time limit set forth in the procedure shall be invoked if due to employer's failure to act.

ARTICLE VI

NO STRIKE PLEDGE

A. Employees agree that they shall not resort to a strike or other illegal job action.

12

ARTICLE VII

HOURS

A. The work week and salary for the Dispatchers shall be computed on the basis of a forty (40) hour week.

ARTICLE VIII

OVERTIME

- A. All time in excess of forty (40) hours per week is deemed overtime.
- B. All overtime must be approved by the Chief of Police.
- C. All employees shall be paid at a rate equal to one and one-half ($1\frac{1}{2}$) times his regular base pay work rate for overtime.

ARTICLE IX

SALARIES

A. All bargaining unit members shall receive the following wages:

| <u>Dispatchers</u> | <u>Effective 1/1/93</u> | <u>1/1/94</u> | <u>1/1/95</u> |
|---|-------------------------|---------------|---------------|
| 0 through three (3) years service | 11.34 | 11.91 | 12.50 |
| Three (3) years service through six (6) years service | 11.62 | 12.20 | 12.81 |
| Six (6) years service through nine (9) years service | 11.91 | 12.51 | 13.14 |
| Over nine (9) years service | 12.20 | 12.81 | 13.45 |

Twenty five cents (.25¢) per hour for any additional dispatching jurisdictions.

ARTICLE X

HOLIDAYS

A. Police Dispatchers will be granted twelve (12) holidays as follows:

New Years's Day
Lincoln's Birthday
Washington's Birthday
Good Friday (or any other religious holiday of the employee in lieu thereof)
Memorial Day
July 4th
Labor Day
General Election Day
Columbus Day
Thanksgiving Day
Veterans Day
Christmas Day

B. In addition to those enumerated above, the employee shall receive all new holidays that are declared legal holidays by the President of the United States or the Governor of the State of New Jersey is such holidays are also declared as holidays by the Mayor of the Town of Hackettsown. To be a declared holiday by the Mayor there must be a formal resolution declaring such a holiday.

C. In the event employees are required to work on a holiday, they will be paid in lieu of the holidays at the discretion of the Chief of Police at the rate of 1 1/2 times his base pay.

ARTICLE XI

VACATIONS

A. Vacation time shall be granted as follows:

| | |
|--|---|
| Up to one (1) year of service | One (1) working day for each month of service |
| One (1) year through four (4) years of service | Twelve (12) working days |
| Five (5) years through nine (9) years of service | Fifteen (15) working days |
| After nine (9) years of service | Twenty (20) working days plus an additional day for every two (2) years thereafter, but not to exceed twenty-five (25) working days |

B. For the purpose of this Article, a year shall be considered as the calendar year commencing January 1st ending December 31st.

C. All vacations shall be scheduled in accordance with the needs of the Police Department and on the basis of seniority.

D. Where in any calendar year the vacation or part thereof is not granted by reason of pressure of Dispatchers work schedules, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the next calendar year only.

E. No pay shall be granted in lieu of vacation not taken unless an exception is approved in advance by the Chief of Police.

F. The Chief of Police or his designee will approve or disapprove an employee vacation schedule at least two months prior to the requested time off provided the request is submitted prior to April 1st.

ARTICLE XII

SICK LEAVE

A. Sick leave shall be granted as follows:

| <u>Years of Service</u> | <u>Annual Sick Leave</u> |
|-------------------------|---|
| up to one (1) year | one (1) working day for each month of service |
| one (1) year or more | fifteen (15) working days |

B. Unused sick leave may be accumulated from year to year, a record to be kept for each employee by the Chief of Police. Proof of need of sick leave will be supplied in accordance with N.J.R.S. 11:24A-5.

Immediately prior to qualified normal retirement (not disability), the employee may use a maximum of 150 days of accumulated sick leave toward retirement. There will be no credit given for sick leave, vacation days or holidays that occur during the sick leave taken prior to retirement.

During the year of retirement or termination of employment, holidays, personal days, sick days and vacation days will be prorated on the basis of the number of weeks actually worked by the dispatcher.

If any employee is absent from work for reasons that would entitle him to sick leave, the Chief or designated representative is to be notified as early as possible, but no later than two (2) hours before the start of shift from which absent.

ARTICLE XIII

EMERGENCY LEAVE

A. Paid emergency leave of three (3) days shall be granted to an employee at the death of an immediate member (spouse, child, mother, father, brother, sister, mother-in-law or father-in-law) of an employee's family.

B. Paid emergency leave of one (1) day shall be granted for an employee to attend the funeral of a brother-in-law, sister-in-law or any niece or nephew living at home with said brother-in-law or sister-in-law and grandparents.

C. Two (2) personal days per year without loss of pay may be granted to an employee by the Chief of Police. The personal day shall not accumulate if not taken during the year.

ARTICLE XIV

CLOTHING & EQUIPMENT

A. The Town shall pay a total of \$125.00 toward one (1) eye examination per year per employee and/or eye glasses; the employee to be reimbursed by the Town upon presentation of a receipt showing the cost of the eye examination or eye glasses. The employee has the choice of being reimbursed \$125.00 for either eye glasses or eye examination, not both.

B. Each employee will be provided with one (1) locker for his use.

C. In the event specific formal uniforms or dress code clothing are required to be worn by the dispatchers, the Town will supply and maintain five (5) uniforms or sets of dress code clothing for the dispatchers.

ARTICLE XV

HOSPITAL AND LIFE INSURANCE BENEFITS

A. The Town shall continue to provide enrollment in the hospital and medical benefit program presently in existence, as well as major medical and Rider J. coverage.

The Town will provide life insurance which shall be equal to one and one-half (1 1/2) times the base pay of the employee as long as same is available through the State Pension System. The employee may contribute through payroll deductions to provide insurance through Public Employee's Retirement System equal to an additional one and one-half (1 1/2) times his base pay.

C. The Town will pay a maximum of Seven Hundred Dollars (\$700.00) for each employee toward a dental insurance premium as presently in existence. Any amount in excess of the above shall be paid for by the employee. The specific plan to be determined by the Town.

D. The Town retains the right to enter into a self-insurance program or to change insurance carriers regarding any insurance benefit so long as the same or substantially equivalent benefits are provided.

ARTICLE XVI

MOTOR VEHICLE REIMBURSEMENT

A. Use of an employee's vehicle on municipal business shall be reimbursed at the rate of twenty-five (25¢) cents per mile, subject to approval by the Chief of Police.

AM

ARTICLE XVII

RIGHTS OF EMPLOYEES

A. The interrogation of a dispatcher shall be at a reasonable hour, preferably when the dispatcher is on duty, unless the exigencies of the investigation dictate otherwise.

B. The interrogations shall take place at a location designated by the Chief of Police.

C. The dispatcher shall be informed of the nature of the investigation before any interrogation commences. If it is known that a dispatcher is being interrogated as a witness only, he should be so informed at the initial contact.

D. The questioning shall be reasonable in length. Time shall also be provided for personal necessities, meals, telephone calls and rest periods, as are reasonably necessary.

E. The dispatcher shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answer questions.

F. The complete interrogation of a dispatcher may, upon request of either party and at the expense of the requesting party, be recorded mechanically or by department stenographer. In such cases, there will be no "off-the-record" questions.

G. If a dispatcher is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

H. The Department shall afford a reasonable opportunity for a dispatcher, if he so requests, to consult with counsel and/or his Association Representative, before being questioned concerning a violation of departmental rules and regulations during the interrogation, unless the member is being interrogated as a witness only.

I. Dispatchers will not be required to take a polygraph.

J. Dispatchers charged with a criminal offense will not have their departmental hearing prior to their criminal trial so as not to prejudice their standings with a jury but may be suspended pending disposition of said offense provided that such procedure is not in conflict with Civil Service Regulations.

ARTICLE XVIII

EXCHANGE OF DAYS OFF

A. Dispatchers may upon mutual written request, prior notification to the Police Chief or his designated representative and prior approval of the Police Chief or his designated representative, exchange hours or days off. Every effort will be made to give the Police Chief or his designated representative at least seventy-two (72) hours notice in advance.

B. By exchanging hours or days off, no employee shall be entitled to overtime payments.

ARTICLE XIX

WORK INCURRED INJURY

A. The Town shall provide full salary while any employee is temporarily totally disabled as a result of a job incurred injury less Workmen's Compensation payments during a period not exceeding one (1) calendar year from the date of the accident. Payments will not be made during an absence due to recurrence of disability due to the same accident or related illness after the calendar year has expired.

B. If an employee qualified or may qualify for disability pension, the Town payments will end.

C. After the calendar year has expired, the employees may elect if they so desire to utilize all or part of their accumulated sick leave.

D. Any salary paid during the time that the employee takes sick leave will be reduced by Workmen's Compensation payments, if any.

E. Accumulated sick leave may be apportioned at the employee's request on a partial day basis to allow the employee full salary for any week in which Workmen's Compensation or this contract does not provide payment equal to a full working week.

F. The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work, and the Mayor and Council may reasonably require that employee to present such certificates from time to time.

G. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician employed by the Town or its insurance carrier, then and in that event the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation establishing such further period of disability. Such findings by the Division of Worker's Compensation or by the final decision of the last review in Court shall be binding upon the parties.

H. For the purpose of this Article, injury or illness incurred while the employee is attending a Town-sanctioned training program shall be considered in the line of duty.

I. In the event the dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of the appropriate worker's compensation judgment or, if there is an appeal therefrom, the final decision of the last review in Court.

ARTICLE XX

PERSONNEL FILES

A. Whenever a written complaint concerning a Dispatcher or his actions is to be placed in his personnel file, a copy shall be made available to him within 24 hours and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identity of the complaint shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complaintant.

B. Each employee shall be supplied with a written certification from the Town no later than November 1 of each year, which shall state the number of vacation days, holidays taken, sick days, personal days and any other time which is available to Dispatcher.

ARTICLE XXI

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of the 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 affected thereby and shall continue in full force and effect.

ARTICLE XXII

FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or 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 of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIII

DURATION OF THIS AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 1993 and shall remain in effect to and including December 31, 1995, without any reopening date except as set forth in paragraph B and C below. This Agreement shall continue in full force and effect from year-to-year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

B. The Town or the unit may reopen the contract for negotiation if the scope of employment of all or part of the employees is increased or modified due to the addition of 911 service in Town or the reduction or elimination in services due to the implementation of County 911 and dispatch services.

C. The Town may terminate the contract on 60 days notice if the Towns dispatch needs are eliminated or reduced due to implementation of County 911 and dispatch services.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Town of Hackettstown, New Jersey, on this day of 1993.

TOWN OF HACKETTSOWN

HACKETTSTOWN PUBLIC EMPLOYEES
ASSOCIATION

MEALS

On 8 am-4 pm shifts dispatchers will be relieved for meals for $\frac{1}{2}$ hr. without loss of time or pay.

On 4pm-12pm shifts the dispatchers will be relieved for $\frac{1}{2}$ hr for meals when personal is available without loss of time or pay.

When dispatchers are relieved for meals they may not leave the building and may be required to return to the desk to perform computer functions. In some cases dispatchers may be required to stay at the desk and not be relieved do to the availability of personal or to the work load of the department at the time. In these instances the dispatcher will not take any action and will perform the duties without and question or repercussion to the officer in charge, Chief of Police or the the Town of Hackettstown.

PH