

A G R E E M E N T

Between

BOROUGH OF RINGWOOD, Boroughat

PASSAIC COUNTY, NEW JERSEY

and the

RINGWOOD POLICE DISPATCHERS ASSOCIATION

X January 1, 1982 through December 31, 1984

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PREAMBLE

THIS AGREEMENT made and entered into on this _____, by and between the BOROUGH OF RINGWOOD, IN THE COUNTY OF PASSAIC, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Borough") and the RINGWOOD POLICE DISPATCHERS ASSOCIATION (hereinafter referred to as the "Association"); represents the complete and final understanding on all bargainable issues between the Borough and the Association and is designed to maintain and promote a harmonious relationship between the Borough and such of its employees who are covered by Article I, Recognition, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

After appropriate communications with the Public Employment Relations Commission, the Borough recognizes the Association as the exclusive collective negotiations agent in matters pertaining to wages, hours of work and other conditions of employment for all full time police radio dispatchers employed by the Borough.

ARTICLE II

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 prior to 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 Borough 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 transfer employees;
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE III

ASSOCIATION REPRESENTATIVES

- A. Association activities, in addition to the rights of representation set forth in the Grievance Procedure, may be conducted on Borough property provided such activities do not disrupt normal work operation.
- B. The Association shall notify the Borough of the names of current Association officers and of its designee responsible for processing grievances.
- C. The Association shall not conduct membership meetings on Borough property.

ARTICLE IV

NON-DISCRIMINATION

- A. There shall be no discrimination by the Borough or the Association against an employee on account of race, color, creed, sex or national origin.
- B. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employees on behalf of the Association. The Association, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association.

ARTICLE V

SENIORITY

- A. Seniority is defined on job classification basis as the length of service of an employee with the Borough commencing with the latest date of employment.

- B. In conformance with Civil Service and other applicable regulations, and whenever possible and practicable, employees with the greatest seniority in classification will be given preference in temporary promotions, in layoffs, recalls, shift assignments and vacation schedules.

ARTICLE VI

GRIEVANCE PROCEDURE

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 affecting the terms and conditions of this Agreement.
2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any member of the Association.

B. Definition

The term, "grievance", as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. A grievance may be submitted by an individual of the Association on behalf of an individual or individuals, or the Borough. The designated Association representative shall have the right to participate in all steps of the grievance procedure.

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 a step is waived by mutual consent.

Step One:

1. An aggrieved employee or the Association, on behalf of an aggrieved employee or employees of the Borough shall institute action under the provisions contained herein within five (5) days of the occurrence of the grievance, and an earnest effort shall be made

to settle the differences between the aggrieved employee and the Chief of Police, for the purpose of resolving the matter informally. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance.

2. The Police Chief shall render a decision within five (5) days after receipt of the grievance.

Step Two:

1. In the event a satisfactory settlement has not been reached, the employee or the Association shall file a written, signed grievance with the Borough Manager within three (3) days following the determination at Step One.
 2. The Borough Manager shall render a decision in writing within ten (10) days from the receipt of the grievance.
 3. The decision of the Borough Manager shall be final and binding, however, nothing contained in this step shall preclude the right of either party to any recourse whatsoever which it may have to the New Jersey Civil Service Commission or as provided under applicable state law.
- D. Lack of response from the Borough or its agents (at any Step in this procedure) shall be deemed to be a negative response and upon the termination of the applicable time limits the grievant may proceed to the next step.
- E. Time limits may be extended by the parties by mutual written agreement.
- F. The Borough reserves the right to file in writing a grievance on its behalf with the Association. The Association shall meet with the Borough within ten (10) days of filing of the grievance.

ARTICLE VII

WORK SHIFT

- A. The normal schedule work shift for employees assigned to Ringwood Police Radio Dispatcher, shall work six (6) consecutive days of eight (8) hour shifts, followed by three (3) consecutive days off.
1. Eight hour shifts will be worked between the hours of twelve (12) midnight and eight (8) A.M. followed by eight (8) A.M. to four (4) P.M., followed by four (4) P.M. to twelve (12) P.M.
 2. The rotation of scheduled work shift shall run from 4 - 12, 8 - 4, then 12 - 8.
 3. Employees shall receive up to a half hour meal time within normal shift time.
 4. All employees may be required to record their work time by means of devices provided for such purpose by the employer.
- B. Each employee must account for a full work shift by work time or designated benefit time. Time not accounted for shall be recorded as leave of absence without pay.
- C. The Borough shall not require any employee to work more than 12 consecutive hours unless necessitated by emergency or other circumstances beyond the Borough's control.

ARTICLE VIII

COMPENSATION

- A. Each employee shall be compensated in accordance with the schedule contained within this article.
- B. The qualifications, duties and responsibilities of every position shall be clearly defined and set forth in writing. When a question arises as to the interpretation of a duty or requirement of any position, it shall be processed through The Grievance Procedures.
- C. There shall be an automatic monetary adjustment for all new appointed or provisional full time employees covered by this agreement of five (5) cents per hour every three (3) months until each said employee shall meet the maximum rate applicable for his/her classification as set forth in the salary schedule contained in this article.
- D. Each employee shall receive a per hour increase effective January 1, 1982 and July 1, 1982, January 1, 1983, January 1, 1984. The following is a tabular representation of salary increases:

| <u>1/1/82</u> | <u>7/1/82</u> | <u>1/1/83</u> | <u>1/1/84</u> |
|---------------|---------------|---------------|---------------|
| 6.02-6.47 | 6.12-6.57 | 6.72-7.22 | 7.42-7.97 |

- E. In each year of the agreement, a cost of living adjustment shall be paid to unit members as follows:

\$125 - December 1982

\$125 - December 1983

\$175 - December 1984

ARTICLE IX

OVERTIME

A. Definition of Overtime

Authorized work performed in excess of the assigned scheduled work shift shall be considered overtime. The provisions of this Article shall apply to such overtime which has been properly directed and authorized in advance by the appropriate Department Head or his designee. There shall be no pyramiding of overtime.

B. Payment for Overtime

1. Employees who are required to work in excess of their regular scheduled eight (8) hour shift time shall be compensated in cash in accordance with the schedule noted below:
2. Employees who are required to work in excess of their regular scheduled eight (8) hour shift shall be compensated for it at one and one-half ($1\frac{1}{2}$) times their regular rate of pay.
3. When an employee is called in for an emergency condition he shall receive two (2) times his hourly rate for no less than four (4) hours minimum.

C. Holidays and Sunday

1. Employees who are required to work on a Sunday, not included in their regular scheduled work shift shall be paid at two (2) times their regular hourly rate of pay.
2. Employees who are required to work on a Borough Holiday, not included in their regular scheduled work shift shall be paid at two and one-half ($2\frac{1}{2}$) times their regular hourly rate of pay.
3. Overtime records shall be maintained by the Police Department and such records shall be made available upon request.
4. Employees shall work overtime when requested to do so, if possible, and failure to work as requested

will result in the employee being charged with the corresponding overtime hours on the overtime distribution records.

5. Initial assignment of overtime will be based on the most senior employee being offered the first assignment, and thereafter, assignments shall be on a rotating basis per the overtime distribution records.

ARTICLE X

HOLIDAYS

Employees who are required to work on a Borough recognized holiday as part of their regular scheduled work shift shall be paid at two (2) times their regular hourly rate of pay. Holidays shall be recognized as follows:

1982

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

1983

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
General Election Day
Thanksgiving Day
Day After Thanksgiving Day
Day Before Christmas Day
Christmas Day
Day before New Year's Day

ARTICLE XI

LONGEVITY

A. In addition to the salary compensation noted in Article VIII, longevity compensation shall be paid per year as follows:

| | <u>1982</u> | <u>1983</u> | <u>1984</u> |
|-----------------------------|-------------|-------------|-------------|
| 1 through 5 years | \$ 0 | \$ 0 | \$ 0 |
| 6th year | 180 | 200 | 220 |
| 11th year | 260 | 280 | 310 |
| 16th year | 340 | 360 | 400 |
| 21st year | 420 | 440 | 490 |
| 26th year | 520 | 540 | 610 |

B. Any voluntary interruption of service shall not be considered as continuous uninterrupted service with the Borough for the purpose of qualifying for the longevity payment set forth above.

C. Longevity is to be paid bi-weekly and included in bi-weekly pay checks.

ARTICLE XII

VACATION LEAVE

A. A new employee shall earn one (1) day per month for each full month of employment during the first calendar year of employment.

B. Thereafter, employees shall earn vacation as follows:

| | <u>1982</u> | <u>1983</u> | <u>1984</u> |
|---|-------------|-------------|-------------|
| 2nd calendar year through 5th year of employment | 15 | 15 | 15 |
| 6th year through 10th year | 18 | 18 | 18 |
| 11th year through 15th year | 22 | 22 | 22 |
| 16th year and above | 25 | 25 | 25 |

C. Vacations shall be taken in the calendar year earned unless exigencies of Borough affairs require postponement in which case the employee may request carry-over into the next year or pay in lieu of vacation leave.

D. An employee may request to carry-over earned vacation leave for one (1) year provided such request is based on extenuating circumstances. All requests must be submitted in writing.

E. Terminating employees are entitled to earned vacation. Employees who terminate during the year are subject to their pro-rated share based on full months of employment.

ARTICLE XIII

SICK LEAVE

- A. Every employee subject to this Agreement shall be entitled to paid sick leave benefits per annum according to N.J.A.C. 4:1-1-1 et seq. of the Civil Service Rules for the State of New Jersey, revised June 1, 1979.
- B. Service Credit for Sick Leave
1. All permanent employees or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.
 2. Terminating employees are entitled to earned sick leave only, based upon a pro-rated accumulation according to full months of service.
 3. 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.
 4. Sick leave may also be utilized for attendance upon a member of one's immediate family who is seriously ill.
 5. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness in accordance with Civil Service Rules and Regulations.
- C. Amount of Sick Leave
1. Sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.
 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 purposes.
 3. Employees may utilize three (3) sick days as personal days yearly. If all three (3) sick days are not

utilized as personal days, these days shall continue to accrue as all unused sick days.

D. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle one to sick leave, one's supervisor shall be notified at least one hour prior to the employee's usual reporting time. Failure to so notify one's supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
2. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for more than three (3) consecutive working days shall be required to submit, upon return, acceptable medical evidence substantiating the illness. The Borough may also require proof of illness of the employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.
2. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is substantiated as chronic or recurring in which medical evidence shall only be necessary upon request.
3. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
4. The Borough 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 Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

F. Because of the inherent danger and personal peril to which the employees are exposed in the course of on duty employment, in the event any employee becomes disabled through direct contact with another individual and while functioning in an authorized capacity burden of proof of such relationship, to be borne by the employee and satisfied by clear and convincing evidence, and is unable to perform his duties, in addition to any sick leave benefits otherwise provided for herein, he shall be entitled to full pay for a period up to twelve (12) calendar months provided that in the event the employee is entitled to any monies from any source for such illness, injury or absence, then he shall be liable to reimburse the Borough up to the amount expended pursuant to this section.

ARTICLE XIV

BEREAVEMENT

In the event of death in the immediate family, "immediate family term", meaning: father, mother, sister, brother, husband, wife, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, where such relative is the actual sister or brother of the spouse or other relative who is an actual member of the household. The number of days leave granted with pay for this purpose shall not be charged to sick leave and shall be as follows: three (3) days leave in State.

If funeral is out-of-town or state, employee must submit a newspaper clipping or notice. An affidavit signed by the employee may be accepted in lieu of other notice.

Additional days will be granted to the employee who must travel an excess of a radius of 450 miles. For travel between a radius of 450 miles to 600 miles, the Borough will grant four (4) days leave with pay. For travel of a radius of 600 miles or greater, the Borough will grant five (5) days leave with pay.

ARTICLE XV

LEAVES OF ABSENCE

Every employee subject to this Agreement may be granted a leave of absence according to applicable Civil Service Rules for the State of New Jersey, revised June 1, 1979 and applicable State Law.

ARTICLE XVI

HEALTH INSURANCE

- A. The Borough agrees to continue to provide the current Health Insurance coverage during the lifetime of this Agreement for all eligible employees and each employee's family in accordance with the current hospitalization and medical-surgical plans.
- B. The Borough also agrees to continue vision care coverage and prescription plan coverage.
- C. The Borough reserves the right to change insurance carriers during the lifetime of the Agreement so long as substantially similar benefits are provided by the new carrier.

ARTICLE XVII

TRAVEL ALLOWANCE

- A. In the event an employee is required to utilize his/her private transportation to and from an authorized program, the employee shall be reimbursed by the Borough at the higher rate of eighteen (\$.18) cents per mile or the comparable rate paid other Borough employees.

- B. If an employee is subpoenaed to appear in Ringwood Municipal Court as a witness directly relating to involvement as a Borough employee, the employee shall be reimbursed at the higher rate of eighteen (\$.18) cents per mile or the comparable rate paid other Borough employees from the employees home.

- C. If an employee is subpoenaed to appear in court outside the Borough as a witness directly relating to involvement as a Borough employee, the employee shall be reimbursed as the higher rate of eighteen (\$.18) cents per mile or the comparable rate paid other Borough employees from the employees home or Borough Hall whichever is the lesser.

ARTICLE XVIII

UNIFORM ALLOWANCE

- A. A uniform allowance of \$250 for calendar year 1982, \$150 for calendar year 1983 and \$200 for calendar year 1984 shall be payable to each employee for uniforms subject to the submission of acceptable sales slips and vouchers representing expenditures during the calendar year for which the allowance is granted.
- B. For purposes of this article, a uniform shall be defined by the Police Chief.
- C. Employees shall report to work in complete uniform at their appointed start time.
- D. Uniforms shall only be used when an employee is on duty unless otherwise specified by the Police Chief.

ARTICLE XIX

MISCELLANEOUS

- A. If an employee is subpoenaed to appear in court during working hours as a witness directly relating to involvement as a Borough employee, the employee shall receive time off to attend court.
- B. If an employee is subpoenaed to appear in court during non-scheduled work shift time, as a witness directly relating to involvement as a Borough employee, the employee shall receive forty (\$40) dollars per day.
- C. Any full time employee covered by this Agreement shall be excused from his/her employment on all days he/she is required to be present in court in response to a summons for jury service.
- D. Any employee so excused shall receive his/her usual compensation for each day he/she is on jury service less the amount of per diem fee he/she receives as shown on a statement issued to the juror by the sheriff or other court officer making payment of juror fees.
- E. There shall be no employee parties on Borough time or property.
- F. This Agreement or any amendments hereto shall become final and binding (and after a municipal council resolution authorizing the Mayor to execute said Agreement) after ratification by the Association membership.

ARTICLE XX

DEDUCTIONS FROM SALARY

- A. Upon written request of the Association, the Borough agrees to deduct from the salaries of its employees subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9e as amended. Said monies together with records of any corrections shall be transmitted to the Association by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.
- B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough new authorization from its members.
- C. 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 Treasurer. 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 reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Association to the Borough or in reliance upon the official notification of the Association advising of such changed deduction.

ARTICLE XXI

NO-STRIKE AND NO-LOCKOUT PLEDGE

- A. During the term of this Agreement, the Association agrees on behalf of itself insofar as is legally possible on behalf of each of its members that there will be no strike of any kind and the Borough agrees that it will not cause any lockout.
- B. The Association covenants and agrees that 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 concerted 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 Borough. The Association agrees that such action would constitute a material breach of this Agreement.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Borough 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.

ARTICLE XXII

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will require 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.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXIII

SEPARABILITY AND SAVINGS

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 affected thereby and shall continue in full force and effect.

ARTICLE XXIV

DURATION

This Agreement shall be in full force and effect as of January 1, 1982, and shall be in effect to and including December 31, 1984. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) no later than ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate the Agreement.

Should notice be given the terms and conditions of this Agreement shall remain in full force and effect until a new contract is executed with the understanding that any provision as to compensation in such new contract shall be retroactive to the date of, but not including termination as set forth in the first sentence herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Ringwood, New Jersey, on this 23rd day of December, 1981.

RINGWOOD POLICE DISPATCHERS ASSOCIATION

BY: Carol Sides

Witness:

Marilyn Ricker

BOROUGH OF RINGWOOD

BY: C. William Hofmann, Jr.
Mayor

Witness:

Kathleen D. Cenicola
Kathleen D. Cenicola
Borough Clerk