

AGREEMENT

BETWEEN:

**TOWNSHIP OF RANDOLPH,
MORRIS COUNTY, NEW JERSEY**

-AND-

RANDOLPH TOWNSHIP POLICE TELECOMMUNICATORS ASSOCIATION

January 1, 2004 through December 31, 2006

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PREAMBLE

This AGREEMENT entered into this 13th day of September 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 the RANDOLPH TOWNSHIP POLICE TELECOMMUNICATORS ASSOCIATION, hereinafter called the "Association" represents the complete and final understanding on all the bargaining issues between the Township and the Association.

ARTICLE I
RECOGNITION

The Township recognizes the Association as the exclusive collective negotiation agent for the full time Randolph Township Police Telecommunicators I, Police Telecommunicators II, and Police Services Coordinator.

ARTICLE II
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.

ARTICLE III
MANAGEMENT RIGHTS

- 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 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 and responsibilities of the Township, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith 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.

ARTICLE IV
WORK WEEK AND OVERTIME

1. The normal workweek for a telecommunicator shall begin on Monday morning at 12:01 a.m. and end the following Sunday at 12: 00 midnight. The regular hours of work shall be twelve (12) hours per day, forty (40) hours per week.
2. A telecommunicator who is required to work longer than his/her regular twelve hour shift or more than four (4) 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.

ARTICLE 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. Employees may use sick leave when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. The employer has a reasonable expectation that the employee is convalescing and/or seeking medical assistance as opposed to other unrestricted activities associated with time off for vacations, compensatory time or holidays. Both parties to this contract agree that abuse of the sick leave benefit is unacceptable and subject to managerial response. Sick leave may also be used 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 ninety-six (96) hours 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, workers' compensation benefits.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him/her to sick leave, his/her supervisor shall be notified prior to the employee's starting time, except in emergencies.
 - (a) Failure to so notify the supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.
 - (b) Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. Employees 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 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 prior to return to work.
3. The Township may require an employee who has been absent because of personal illness, as a condition of his/her 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/her normal duties and that his/her return will not jeopardize the health and safety of other employees.

E. Payment for Accumulated Sick Leave at Retirement

1. Any Township employee whose age, when added to the number of years of service for the Township, exceeds a total of 80 years, shall be qualified to receive sick pay retirement benefits. A qualified employee shall receive (50%) fifty percent of this accumulated sick time up to a maximum of eighty (80) days as a retirement benefit. The benefit shall be calculated at the employee's current salary at the time of retirement and shall be paid within thirty (30) days from the effective day of retirement provided that the employee has notified the Township of the planned retirement in such a manner to provide adequate time for budgeting for the pay-out.
2. For employees hired after March 1, 1999, sick leave at retirement shall be capped at a maximum of 70 days with a total benefit not to exceed \$15,000.

F. Bereavement Leave

1. In case of death in the immediate family, an employee shall be granted up to three (3) days of leave.
1. Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother or sister, father-in-law, mother-in-law, grandparents, sister-in-law, brother-in-law, son- in-law, daughter-in-law, grandchild.
3. The Township may require reasonable verification of the event.
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/her 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 Township shall be closed and on which the employees 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 cash payments to telecommunicators at the telecommunicator's base rate of pay, one on May 1st and the second half on November 1st each year for each telecommunicator. A telecommunicator must have been on the payroll during the holiday to receive compensation therefor.

ARTICLE VII
VACATIONS

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

After 1st calendar year	80 hours
January 1 st following the 3d year of service	88 hours
January 1 st following the 6th year of service	120 hours
January 1 st following the 13th year of service	160 hours
January 1 st following the 18th year of service	160 hours plus eight (8) additional hour for each year served over 18.

B. Employees may carry forward accumulated vacation time not to exceed the total number of days received in the following year, i.e. if an employee has a 2000 vacation allowance of 120 hours, an additional 120 hours can be carried forward from 1999 for use in 2000. Any unused vacation in excess of the one-year carry over amount shall be forfeited.

C. During the first calendar year of employment, employees shall begin accruing vacation time in their third month of employment at a rate of eight hours of vacation per month of service up to a maximum of eighty hours.

ARTICLE VIII
INSURANCE

A. Medical Coverage/Prescription Plan

1. The Select 10 Plan shall be the base plan for coverage:

Employees opting for coverage with premiums exceeding the Select 10 option shall contribute all costs in excess of the Township contribution for the base policy plan.

2. Employees Hired prior to 1-1-95:

The Township will pay 100% of the premium in 2004.

The Township will pay 90% of the premium * for 2005/employee shall pay 10%.

The Township will pay 80% of the premium * for 2006 and thereafter/employee shall pay 20%.

3. For employees hired after 1-1-95

The Township will pay 80% of the premium* and employee shall pay 20%.

Employees who receive hospital and medical coverage through their spouse's employer may surrender their benefits for cash. The Township will distribute a questionnaire in November and the coverage will begin the following January 1st. Employees must be able to document their alternate coverage and will not be able to re-enter the Health Insurance Program until the next open enrollment period (November). The Township will provide one-half of the insurance premiums savings that it realizes as a result of the employee's action. (Note that the cash payment is taxable). Payments will be made in two installments, April and October.

* Single coverage will be paid in its entirety by the Township of Randolph

B. Dental Benefits

The Township will provide payment towards the cost of a dental plan for employees based on the following schedule:

- a) The maximum premium contribution paid by the Township shall be \$600.00.
- b) For employees hired after 1-1-2000 including single coverage employees, the premium shall be shared 80/20 with the Township's contribution capped at \$600.

C. Other Insurance

The Township shall continue to provide Group Life Insurance and Long Term Disability Insurance per policy levels in place as of 12-31-2000.

D. Right to Select Carrier

The Township reserves the right to change insurance carriers as long as substantially similar benefits are provided.

ARTICLE IX GRIEVANCE PROCEDURE

A. Purpose

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 and to resolve grievances as soon as possible so as to assure efficiency and to promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

Nothing contained herein shall be construed as limiting the right of any employee having grievance to discuss the matter informally with the department head 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 to 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 is 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) working 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 investigation is necessary and shall, within five (5) working days after presentation of the grievance, give a decision.

Step Two: If a grievance is not resolved at Step One, the moving party may, within five (5) working days of receipt of the answer in Step One, submit the written grievance to the Township Manager, who shall provide a response within five (5) working 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) working days after receipt of the answer in Step Two for arbitration before the NJ Public Employee Relations Commission (PERC). The arbitrator's decision shall be final.

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.

ARTICLE 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 five (5) working days after the disciplinary action. This shall be the sole method of appeal of disciplinary action. Failure to so appeal shall be admission as to the propriety of the action taken.

ARTICLE IX
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 concerted failure to report for duty, or willful absence of any employee from his/her 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 to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE XI
SALARIES AND PERFORMANCE EVALUATIONS

A. Annual Increases

January 1, 2004	3.75%
January 1, 2005	3.75%
January 1, 2006	3.75%

B. Newly Appointed and Recently Promoted Staff

Members hired or promoted after July 1 shall be exempted from the automatic salary adjustment for the following January 1. The Township may, however, grant said increase based upon a performance evaluation to be conducted by the department head and reviewed by the Township Manager. The Township Manager's decision shall be final.

C. Merit Stipends

Merit stipends are based upon performance and are not built into the base salary.

2004	From 0 - \$950
2005	From 0 - \$1,000
2006	From 0 - \$1,050

D. Performance evaluations shall be prepared for each employee by their supervisor and/or head with approval by the Township Manager to determine if merit/performance increase shall be granted. In the absence of a department head, the Township Manager shall review the employee's performance. In the event that the employee believes that the performance evaluation is not representative of his/her performance; said employee may petition the Township Manager to undertake an examination. The decision of the Township Manager shall be final.

E. The Township Manager shall have the authority to increase individual salaries when in his/her opinion such an increase is warranted.

ARTICLE XIV
CLOTHING ALLOWANCE AND MANINTENANCE

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

2004 - \$600

2005 - \$625

2006 - \$650

- B. The Township will provide each new Telecommunicator 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.

ARTICLE XV
EDUCATIONAL TRAINING

- A. Any member of the Association requested to attend any training or school other than during his/her 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 or she will be compensated at a rate of \$0.25 per 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.
- D. Members shall be afforded the education benefits as outlined in the employee manual.

ARTICLE XVI
EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is mutually agreed that there shall be no discrimination because of race, color, religion, sex, age, marital status, national origin, physical disability or sexual orientation based upon a bona fide job requirement. Association 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 Agreement prior to seeking relief through other channels.

ARTICLE XVII
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 XV
FULLY BARGAINED PROVISIONS

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 XIX
TERMS OF AGREEMENT

This Agreement shall take effect retroactive to January 1, 2004 and shall remain in full force and effect through December 31, 2006, and thereafter from year to year unless either party shall give notice in writing no sooner than one hundred twenty (120) 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
TELECOMMUNICATORS ASSOCIATION

TOWNSHIP OF RANDOLPH
MORRIS COUNTY, NEW JERSEY

By: _____
Bonnie Yeager

By: _____
John C. Lovell, Manager

Date: _____

Date: _____

Witness:

Witness:

Frances S. Bertrand
Township Clerk