

A G R E E M E N T

Between

THE TOWNSHIP OF OLD BRIDGE

and

THE OLD BRIDGE DISPATCHERS UNION IFPTE LOCAL 196

July 1, 2002 through June 30, 2004

APRUZZESE, McDERMOTT,
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PREAMBLE

This agreement, made this day of 2004, by and between the Township of Old Bridge, a municipal Corporation of the State of New Jersey (hereafter referred to as the "employer" or "Township"), and the Old Bridge Dispatchers Union, IFPTE Local 196, (hereafter known as the "employee" or "Union") and represents the complete and final agreement between the parties on all bargained issues.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

RECOGNITION

The Township hereby recognizes the Old Bridge Dispatchers Union, IFPTE Local 196, as the Sole and Exclusive representative of all Civilian Police/Fire Department Dispatchers within the municipality employed in the job title "Service Division, Information Bureau Dispatcher."

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Employer-Employee Relations Law 1974, and any successor changes in the law governing public employees of the State of New Jersey in a good faith effort to reach agreement. Such negotiations shall begin not later than September 15th of the last calendar year of the contract.

B. The parties mutually pledge that their representatives shall have the authority to make proposals, consider proposals, and make counter proposals in the course of negotiations. Any agreement arrived at by the negotiations representatives will be submitted to the Township Council and the members of the Old Bridge Dispatchers Union, IFPTE Local 196 for ratification, decision, or vote. Any said agreement of the parties shall be reduced to writing and shall become the contractual agreement.

C. The Employer shall make no changes unilaterally in any terms and conditions of employment.

D. Negotiations will be held at times and locations reasonable and convenient to both parties.

ARTICLE III

EMPLOYEE'S RIGHTS

A. Pursuant to Chapter 123, Public Laws 1974 of the State of New Jersey, the Township hereby agrees that all Dispatchers shall have the right freely to organize, join and support the Union and any affiliates, for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under code of law of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Dispatcher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any Dispatcher with respect to hours, wages or any terms and conditions of employment by reason of his membership in the Union, his participation in any activities of the Union, collective negotiations with the Township, or the institution of any grievance,

complaint or preceding under this agreement or otherwise with respect to any terms or conditions of employment as long as this article doesn't infringe on managerial rights.

B. No employee shall be reduced in job status or compensation, or deprived of any other employee benefit without just cause after completion of probationary period.

C. The Township and the Union agree that there shall be no discrimination, and that all practices, procedures, and policies of the Township shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion or discipline of employees, or in the administration of this agreement on the basis of race, creed, color, religion, sex, age, national origin, marital status or political affiliation.

ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITION

A "Grievance" is a complaint about the interpretation, application, or alleged violation of policies, agreements or administrative decisions affecting any Dispatcher or group of Dispatchers.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or terms and conditions of employment of Dispatchers.

C. PROCEDURE

1. Level One

The Union, on behalf of itself, an individual, or group of individuals shall present, in writing, the grievance to the Chief or his designee. The Chief shall have five (5) working days to respond in writing.

2. Level Two

If the aggrieved person or group is not satisfied with the disposition of his/her grievance at level one, or if no answer has been rendered within five (5) working days following its presentation, it shall be reduced to writing and submitted to the Director of Public Safety.

3. Level Three

Should no acceptable agreement be reached within five (5) days of submission to the Director of Public Safety, the grievance shall be submitted to the Business Administrator or his designee. (Said designee shall have full power and authority to remedy said grievance). A meeting shall be conducted between the Business Administrator or his designee and the Union within ten (10) days of receipt of the grievance. The Business Administrator or his designee shall respond in writing stating the answer to the grievance(s), along with findings and reasons no later than ten (10) days following the conclusion of said hearing.

4. Level Four

Should no satisfactory decision be reached at Level Three (3) or should no response be received within the specified ten (10) days, the Union may submit the grievance to

arbitration. Selection of an arbitrator shall be accomplished by utilizing the services of the New Jersey Public Employee Relations Commission (PERC). Both parties agree to a grievance arbitration, and furthermore, both parties agree that the decision of the arbitrator shall be final and binding. The cost of such arbitration, transcripts, and related expenses, exclusive of Union counsel and/or consultants, shall be borne equally by the parties. The arbitrator shall not change, limit, or modify this agreement.

D. MISCELLANEOUS

1. All grievances filed must show the signature of the Union's designated grievance chairperson or president.
2. All decisions rendered in the grievance procedure shall be in writing, setting forth the decision and the reason(s) therefore, and shall be submitted promptly to all parties in interest except informal Level One.
3. All hearings and meetings in this procedure shall be confidential and not conducted in public.
4. Any aggrieved person may be represented at all levels of the grievance procedure by himself, or by a representative selected and approved by the Union, except it is agreed that only the Union may submit a grievance to arbitration. Copies of any unofficial grievance submitted by an individual shall be forwarded by the employer to the Union. When a grievant is not represented by the Union, the Union shall be present to offer its position and safeguard the integrity of the contract on all levels of the procedure. It shall be the responsibility of the employer to inform the Union, in writing, in the event

a grievance is filed by an individual acting without Union representation. This agreement in no way limits the right of an individual to confer with his employer on any matter of mutual concern. No such problem shall be remedied in such a manner as is in conflict with or modify any provision of this agreement.

5. The aggrieved will have fifteen (15) days to file a grievance after a situation arises.
6. Grievance hearings will be held at times and locations reasonable and convenient to both parties.
7. Grievances that arise from Administrative matters and decisions that are the sole responsibility of the Mayor shall bypass Levels One (1) through Three (3) and the grievance may then be submitted directly to arbitration.

E. **DISCRIMINATION**

Any employee who believes that he or she has been discriminated against in any manner shall have the right to file a grievance directly with the Township Administrator or Affirmative Action Officer, or to file a grievance in accordance with the aforesated grievance procedure. This decision shall be at the sole discretion of the employee.

ARTICLE V

UNION RIGHTS

A. **UNION DUES DEDUCTION**

1. The Township agrees to deduct from the salaries of its Dispatchers subject to this agreement, dues for the Old Bridge Dispatchers Union IFPTE, Local 196, located at 895 Green Street, Iselin, New Jersey 08830. Such deductions shall

be made in compliance with Chapter 310, Public Laws 1967, N.J.S.A. 52:14-15.9 (E), as amended. Said money, along with any records of corrections, shall be transmitted to the Union official so designated treasurer after each pay period.

2. The amount of annual dues shall be certified each year in the month of January with the appropriate Township office. Upon notification, the Township agrees to adjust the amount of dues deducted from each Dispatcher, commencing with the January pay period, at the newly certified rate.

3. The Township shall be provided with the appropriate dues deduction authorization form by the Union. The Township further agrees to honor any new employee, and/or any new member, as the occasion may occur. Membership list will be provided to Management during the month of December.

B. The Union shall have reasonable use of the bulletin board located in the radio room.

C. The Union president or designee shall have the option of being accompanied by an individual when asked to meet with the employer on Union business as long as work load will be covered without additional compensation. Such meetings to be held at times reasonable and convenient to both parties.

D. **RELEASE TIME FOR MEETINGS**

Whenever any representative of the Union or any other employee covered by this agreement participates during the Dispatcher's working hours, in grievance proceedings,

conferences with management, negotiations and related litigation, initiated by the Union or the Township, he shall suffer no loss in pay or other contractual benefits to which he is entitled. During collective bargaining, the Township will provide release time for representatives of the association, not to exceed two (2) representatives.

ARTICLE VI

HEALTH INSURANCE

A. Health Insurance

1. (a) All employees and their spouses and children shall be covered under the Horizon BCBSNJ Blue Card PPO; a prescription plan covering one hundred percent (100%); a dental plan which covers eighty percent (80%) of Class A and Class B services with a maximum of two thousand dollars (\$2,000.00) for orthodontia.

(b) A Point of Service program (POS) shall be available for any employee who voluntarily decides to utilize said program.

2. An H.M.O. Dental Plan shall be made available at the employer's option as an alternative to the traditional dental plan.

3. Any employee shall have the option of surrendering coverage under the above-provided health and hospitalization coverage annually in exchange for a lump sum cash payment of Two Thousand (\$2,000.00) Dollars. Said payment shall be made no later than January 30th of each year for which insurance is being surrendered. Each employee so opting shall notify the Township no later than November 1st of the year immediately preceding the affected year.

Surrender for the following year shall not be considered automatic. Conversely, every employee shall be considered as covered and shall so be covered unless and until such time as an employee shall affirmatively notify the Township to the contrary.

Any employee who had been covered and had opted out of said coverage for one (1) or more years and subsequently determines not to opt out for a future year shall be covered irrespective of any pre-existing condition.

B. All employees, their spouses, and children shall be covered by the following prescription plan, one hundred percent (100%) of the cost of such plan shall be paid by the Township:

Twelve (\$12.00) Dollar co-pay for non-generic prescriptions.

Five (\$5.00) Dollar co-pay for generic prescriptions.

C. All employees, their spouses, and children shall be covered by a dental plan which shall cover 80% of Class A and Class B services with a maximum of \$1000 per year for each member of the family and \$2000 for orthodontia. The employer shall continue to pay 100% of the cost of the premium for such plan. The Township shall not be responsible for the \$25.00 per person or \$75.00 per family deductible of the plan.

D. All employees, their spouses, and children shall be covered with an optical plan which includes coverage for contact lenses, equal to the existing plan as of January 1, 1983, at no cost to the employees. The vision program shall be modified to provide for a two hundred (\$200.00) per year family benefit.

E. The Township shall make available at the employee's option an HMO dental plan.

F. Long Term Disability Pay

The first thirty (30) calendar days of absence as a result of a non-job related injury shall be borne by the employee. The next sixty (60) calendar days are picked up by the employer at two-thirds (2/3) the employee's current rate of pay to a maximum of fifteen hundred (\$1500) per two-weeks pay period, less any additional monies received from Township paid benefits or outside work. At the end of one (1) year from the date the non-job related injury was incurred, the above payments and health benefits shall terminate.

G. Upon retirement any employee that has completed twenty-five (25) years of employment with the Township shall have the option of retaining all of the health/medical insurance benefits as provided by this article, excluding long term disability, with one hundred percent (100%) of appropriate premium paid for by the Township. The present practice regarding insurance for retirees shall continue. In the event the insurance being received by the retiree is modified for bargaining unit employees, the same modifications shall apply to the insurance being purchased by the retirees.

H. In addition to the highlight sheets and/or insurance handbooks supplied each employee, the Association shall be furnished with a full master copy of all insurance programs applicable to its members. This document shall be made accessible to all employees represented by the bargaining unit through an appropriate committee chairperson.

ARTICLE VII

HOURS OF WORK AND OVERTIME

A. Work Schedule

All Dispatchers shall work four (4) consecutive ten (10) hour days on duty immediately followed by four (4) consecutive days off duty.

B. Definition

Overtime shall be defined as any time worked in excess of ten (10) hours per work shift or within a twenty-four (24) hour period or all work performed beyond forty (40) hours per work tour.

C. Any work performed beyond ten (10) hours per day or forty (40) hours per work tour shall be compensated as follows:

1. One and one-half (1 1/2) time the normal hourly rate for each hour. All overtime must be approved by a supervisor. There will be no fraction other than 1/2 hour. If overtime is granted, it will be at least for one (1) hour computed as follows: (example: hourly rate if \$4.40 per hour -- 1 1/2 = \$6.60)
or,
2. One and one half (1 1/2) hours of compensatory time off for each hour or quarter hour fraction thereof worked. Said compensatory time off may be taken at any time determined by the employee with authorization from Police administration.

D. The method of any type of compensation shall be at the sole discretion of the employee.

E. An overtime schedule will be maintained by the communication officer to fill vacancies created by vacations, illnesses, and/or resignations. Overtime shall be offered on a rotating basis.

F. Work Schedule

The Township shall have the authority to implement a 4/2 work schedule. Upon implementation, base salaries shall be adjusted upward by \$1,200.00

- (a) All dispatchers shall work four (4) consecutive eight (8) hour days on duty immediately followed by two (2) consecutive days off duty.
- (b) Definition: Overtime shall be defined as any time worked in excess of eight (8) hours per work shift or within a twenty-four (24) hour period or all work performed beyond forty (40) hours per work tour.
- (c) Any work performed beyond eight (8) hours per day or forty (40) hours per work tour or forty (40) hours per work tour shall be compensated as follows:
 1. One and one-half (1 1/2) time the normal hourly rate for each hour. All overtime must be approved by a supervisor. There will be no fraction other than 1/2 hour. If overtime is granted, it will be at least for one (1) hour computed as follows:
(example: hourly rate if \$4.40 per hour -- 1 1/2 = \$6.60) or;
 2. One and one half (1 1/2) hours of compensatory time off for each hour or quarter hour fraction thereof worked. Said compensatory time off may be taken at any time determined by the employee with authorization from Police Administration.

- (d) The method of any type of compensation shall be at the sole discretion of the employer.
- (e) An overtime schedule will be maintained by the communication officer to fill vacancies created by vacations, illnesses, and/or resignations. Overtime shall be offered on a rotating basis.

ARTICLE VIII

BREAKS

- A. All Dispatchers shall have forty-five (45) minutes for lunch.
- B. Dispatchers shall not be required to remain in the municipal center to take their forty-five (45) minute lunch period, however, they are not to remain in the communications room.
- C. Any Dispatcher directed by the OIC to remain in the radio room during their scheduled lunch break shall be paid for the additional forty-five (45) minutes work at straight time by submitting the appropriate voucher.
- D. In the event the Township implements a 4/2 schedule, all Dispatchers shall have thirty (30) minutes for lunch and a fifteen (15) minute break during the regular work day.

ARTICLE IX

SICK LEAVE

- A. Sick leave is to be considered an insurance type benefit, to be used when needed due to personal illness or physical incapacity. Sick leave may be used for illness in an employee's immediate family, requiring the employee's attention. Immediate family is defined as:

mother, father, grandparents, husband, wife, son, daughter and other blood relatives residing in the employee's household.

B. All employees shall be allowed fourteen (14) sick days per year. Of these fourteen sick days, four (4) may be designated by the employee as personal days. Any of the four personal days not taken by the employee by the end of each calendar year shall be accrued as sick time and carried as part of the employees sick time bank.

C. Employees hired on or before January 1, 1984, shall be paid for up to a maximum of two hundred eighty (280) days accrued sick time upon retirement. However, in no event shall said payment exceed thirty thousand (\$30,000.00) dollars. Any employee who has more than thirty thousand (\$30,000.00) dollars of accrued sick time on July 1, 1993 shall be "grandfathered" and the amount in effect on that date shall become the employee's cap. The Township has the option to pay for two weeks or ten working days of employees' accumulated sick time as of thirty (30) days in reserve. If the employer does not purchase the time from the employee, it will be accumulated as other sick time would be. When bought back by the Township, such days shall permanently reduce maximum payable sick time. Any purchase by the Township shall be solely with the employee's consent.

D. Employees hired after January 1, 1984, shall be paid for up to a maximum of one hundred (100) days accrued sick time. However, in no event shall said payment exceed fifteen thousand (\$15,000.00) dollars. Any employee who has more than fifteen thousand (\$15,000.00) dollars of accrued sick time on July 1, 1993 shall be "grandfathered" and the amount in effect on that date shall become the employee's cap.

E. Employees hired after July 1, 1993 shall be paid for up to a maximum of fifty (50) days accrued sick time. However, in no event shall said payment exceed seven thousand five hundred (\$7,500.00) dollars.

F. Except as might be limited by Sections B, C, D and E of this Article, all unused sick days shall be accruable and shall be paid upon retirement, layoff or disability, to the maximum stated herein. All unused sick days, up to the maximum number of applicable accrued sick time, shall be paid to the employee's estate upon the death of the employee in accordance with Sections B, C, D and E herein. Upon resignation, the employee shall be paid fifty (50%) percent of his/her accumulated sick days in accordance with Sections B, C, D and E. Any employee terminated for just cause shall not be entitled to this benefit.

G. Upon reaching thirty (30) days of continuous absence from work for reason of illness or a non-work related disability, an employee shall cease to accrue sick time until returning to work on a regular basis.

ARTICLE X

LEAVES

A. SICK LEAVE

1. Employees shall receive sick leave as set forth in Article IX.

B. BEREAVEMENT LEAVE

1. The Township shall grant, upon request, five (5) working days bereavement leave in the event of a death in the immediate family of each employee. Such leave shall be granted for each occurrence. The immediate family shall include: mother, father, brother, sister, step-parents, grandparents, husband, wife, son, daughter, mother and father-in-law, or any other blood relative living within the employee's household. The five (5) days must be consecutive days starting on the day of the death.
2. Two (2) days bereavement leave shall be granted in the event of a death of a relative outside of the immediate family as defined above. Sick leave may be used if additional time is required.
3. Verification of proper use of the leave shall be provided upon the request of the Director of Public Safety.

C. MATERNITY LEAVE

1. It is understood that pregnancy shall be treated as any other disability, and as such, shall be covered under the sick leave provisions of this agreement.

2. A Dispatcher may, upon request and submission of medical certification of pregnancy, take a leave of absence without pay. This leave may be for any time prior to the birth of the child and extend for six (6) months beyond the birth of the child. Request for leave shall be submitted to the Director of Public Safety, along with the appropriate medical certification, and such request shall include the anticipated delivery date and the date upon which the leave shall end.
3. Any Dispatcher may return to work prior to the end of their leave by supplying thirty (30) days notice of their intent to return to work to the Director.
4. Any pregnant employee shall not be forced to take a leave by her employer because of her pregnancy. If, however, the employer has evidence that her condition has critically hampered her performance, the employer may require the employee to be examined by the Township physician. Such examination shall be arranged for during the employee's normal work schedule with all costs and expenses related thereto to be borne by the employer. The doctor shall report only whether or not the employee's pregnancy has disabled her from her customary job/position, thus placing the employee under any applicable disability statutes and clauses.

ARTICLE XI

HOLIDAYS

A. Fourteen (14) plus one (1) Floating = Fifteen (15) days:

- | | |
|--------------------------|------------------------------------|
| 1. New Year's Day | 9. General Election |
| 2. Lincoln's Birthday | 10. Veteran's Day |
| 3. Washington's Birthday | 11. Thanksgiving Day |
| 4. Good Friday | 12. Thanksgiving Day-following day |
| 5. Memorial Day | 13. Christmas Day |
| 6. Primary Election | 14. Martin Luther King's Birthday |
| 7. Independence Day | 15. One (1) Floating Holiday |
| 8. Labor Day | |

An employee working a scheduled holiday shall be paid at a rate of time and one-half.

Payment at end of year in lump sum for all holidays - paid in first pay period of December.

B. A Dispatcher working the actual holiday will be paid for that holiday during the current pay period at time and one-half.

ARTICLE XII

SENIORITY

A. DEFINITION

For the purpose of this agreement, seniority shall be as, defined in Black's Law Dictionary, Revised Fourth Edition, West Publishing Co., St Paul, Minn., 1968:

"Represents in the highest degree the right to work, and by seniority the oldest man in point of service, ability and fitness for the job being sufficient, is given

choice of jobs, and is the last laid off, proceeding so on down the line to the youngest in point of service."

B. APPLICATION

Seniority shall apply in all instances as defined above along with applications as may have been or may be herein and hereto-fore listed as a governing factor. Seniority for term of employment as a dispatcher shall apply only to time of employment as a dispatcher. Any person resigning or in other means discharged from this position, who is rehired, shall not retain any seniority accrued prior to being rehired.

C. ACCRUEMENT

It is understood that any time served as a Dispatcher while under a grant shall count towards the accrument of seniority and all benefits if State statutes allows for same.

ARTICLE XIII

RIGHTS TO REPRESENTATION

Any employee who is called before a superior officer, supervisor, member of the Police Department Administration, the Director of Public Safety, or any other appropriate employee or elected official of the Township for the purpose of answering questions concerning some aspect of his/her employment and, if in the opinion of that employee, responses to said questions could lead to discipline, then that employee shall have the right to ask for and receive Union representation. No questioning shall take place prior to the arrival of said representative and admission of said representative shall not be denied.

ARTICLE XIV

SALARY AND LONGEVITY

A. SALARY AGREEMENT

Increase for all Dispatchers as follows:

July 1, 2002 - 3.9 % increase to \$ 40,097.74
July 1, 2003 - 3.9 % increase to \$ 41,661.55

A four step salary guide will be created for all new hires after March 3, 1999 with a starting salary of \$24,000. Advancement on the guide shall be on the anniversary date, increments shall be equal.

	<u>7/1/02</u>	<u>7/1/03</u>
Step 1	\$27,646.98	\$28,725.21
Step 2	\$31,797.23	\$33,037.33
Step 3	\$35,947.49	\$37,349.44
Step 4	\$40,097.74	\$41,661.55

B. LONGEVITY

Completion of five (5) years of service - 2 ½ %
Completion of ten (10) years of service - 5%
Completion of fifteen (15) years of service - 7 ½ %
Completion of twenty (20) years of service - 10%
Completion of twenty-five (25) years of service - 12 ½ %
Completion of thirty (30) years of service - 15%

All employees hired after June 1, 1995, shall not be entitled to the above longevity benefits.

C. TIME ADJUSTMENT COMPENSATION

In recognition of the lack of adjustment of the lunch period as of the 4 - 4 schedule, all Dispatchers shall receive a one hundred twenty-five (\$125.00) dollar payment on or about December 1st of 2002 and a one hundred seventy-five (\$175.00) dollar payment on or about December 1st of 2003. Said payment shall be in a lump sum, separate check.

ARTICLE XV

MISCELLANEOUS

- A. The Township shall provide and distribute two (2) copies of this agreement to the officers of the union within thirty (30) days of its ratification. The names of the officers will be given to the Director of Public Safety within said period.
- B. If the Township sends an employee for training or mandatory workshop, the Township will pay reasonable costs..
- C. All official correspondence between the Township and the Union shall be addressed to 895 Green Street, Iselin, NJ 08830. A written change of address shall be provided to the Chief.

ARTICLE XVI

VACATIONS

Vacation accrurement shall be as follows:

1. Starting Dispatchers shall receive one (1) working day vacation per month during his first year of employment to a maximum of ten (10).

2. Each Dispatcher, during his second and third year of employment, shall receive thirteen (13) working days vacation.
3. During the fourth and fifth year, all Dispatchers shall receive fourteen (14) days vacation. Starting sixth year, sixteen (16) days. After ten years, twenty (20).
4. All Dispatchers shall be allowed to carry over vacation time into the new year, with a maximum of ten (10).
5. There shall be no restrictions on vacations from December 15th through January 1st, excluding December 24th, 25th and 31st and January 1st. On these dates, vacation will be granted providing there is at least one Dispatcher working per shift. Vacation will be granted on a first come basis.

ARTICLE XVII

NO-STRIKE PLEDGE

- A. The Union covenants and agrees that during the term of this agreement, neither the Union 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, sick-out, walkout or deliberate interference with normal work procedure against the Township. The Union agrees that such action would constitute a material breach of this agreement.

- B. In the event of a strike, slowdown, work stoppage, sick-out, it is covenanted and agreed that participation, in any such activities by any employee covered under the terms of the agreement shall be deemed grounds for disciplinary action of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article IV.
- C. The Union will actively discourage any strike, slowdowns,, work stoppage, sick-out, and consistent with the rights of its members, issue a statement in writing describing such strike, slowdown, work stoppage, sick-out, as illegal and invalid.

The Union further agrees that it will not defend any member who violates the aforementioned Union order to return to work.

Nothing contained in the 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 to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

The Union shall not be held liable for unauthorized acts of unit employees provided the Union will do everything in its power to prevent its members from participating in any strike, work stoppage, sick-out, slowdowns, or other activity aforementioned and ordering all who participates in such activity to cease and desist from same immediately and to return to work along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

ARTICLE XVIII

LEGAL AID

The Township shall provide legal aid to its Dispatchers in accordance with State statute. In this case, the Dispatcher may choose his attorney and the Township shall pay for his legal services in accordance with the municipal attorney's prevailing fees.

ARTICLE XIX

REPRESENTATION FEE

A. PURPOSE OF FEE

If a member of this bargaining unit does not become a member of the Union during any membership year which is covered by this Agreement, in whole or in part, said employee will be required to pay a representation fee to this Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

B. AMOUNT OF FEE

1. NOTIFICATION

Prior to the beginning of each membership year, the Union will notify the Business Administrator in writing of the amount of regular membership dues, initiation fees and assessments charges by the Union to its own members for that membership year. The representation fee to be paid by members will be equal to 85% of that total amount.

2. LEGAL MAXIMUM

In order adequately to offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change. Should the maximum amount be decreased by law, the Union would have the final say as to whether or not to implement the fee or remove the article.

C. DEDUCTION AND TRANSMISSION OF FEE

1. NOTIFICATION

Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Township Administrator a list of those employees who have not become members of the Union for the then current membership year. The Township will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

2. PAYROLL DEDUCTION SCHEDULE

The Township will deduct the representation fee in equal

installments, as nearly as possible, from the paychecks paid to each employee on the aforementioned non-member list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) Ten (10) days after receipt of the aforementioned non-member list by the Township Administrator; or
- (b) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in non-bargaining unit position and then became covered by this Agreement or was laid off, in-which event the deductions will begin with the first paycheck paid to said employee after the resumption of the employee's employment in a bargaining unit position.

3. TERMINATION OF EMPLOYMENT

If an employee who is required to pay a representation fee terminates his/her employment, for any reason be it resignation, layoff, retirement, dismissal or any other cause, before the Union has received the full amount of the representation fee to which it is entitled under this Article, the Township will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. MECHANICS

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular

membership dues. The Township will, however, indicate in those records transmitted to the union which monies are from and which monies are receipts from the representation fee.

CHANGES

The Union will notify the Township Administrator in writing of any changes in the list of non-members provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Administrator received said notification.

NEW EMPLOYEES

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Township will submit to the Union, a list of all new employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

ARTICLE XX

NO WAIVER AND SAVINGS CLAUSE

Except as otherwise provided in this Agreement, the failure to enforce any provision of the Agreement or otherwise exercise one's rights pursuant thereto shall not be deemed a waiver thereof.

If any of this agreement or any application of this agreement to any employee or group of employees is held contrary to law, then such provision shall not be deemed valid and

subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXI

PART-TIME DISPATCHERS

The Township reserves the right to employ one (1) Dispatcher on a part-time basis to be scheduled to work when vacancies are created which are in excess of five (5) consecutive days.

A. Salary:

The part-time dispatcher shall receive the previous year's salary for the first six (6) months of employment. This will be his/her probationary period. After completion of these six (6) months, the employee shall have their salary adjusted to the current pay rate.

B. Training:

Training shall be the same as for any other newly hired dispatcher. The employee shall first work with an experienced dispatcher and shall not be permitted to replace a dispatcher during this training period.

C. Benefits:

The employee shall receive no benefits while employed on a part-time basis. However, if the employee is injured while on duty, he/she shall receive compensation as provided by the Township.

D. Seniority:

The employee shall accrue no seniority while employed on a part-time basis.

ARTICLE XXII

SHIFT BID

A. Effective April 1st of each year shift assignments shall be made in accordance with a seniority based shift bid system. Standard bid slips shall be developed and distributed to all dispatchers no less than two (2) weeks prior to April 1st. Each employee shall list his/her shift choices, in order of preference, giving their 1st, 2nd, and 3rd shift choices. Assignments shall then be made, where all qualifications, are equal, pursuant to seniority. These assignments shall be effective as of April 1st and shall remain in full force and effect until the procedure is repeated the following year.

B. This shall not, however, preclude the practice of voluntary shift swapping. The current practice and procedure for the same shall remain in full force and effect.

C. Should various job assignments within the job title of Dispatcher be created, this Article shall not be interpreted as to mean that job assignment would be bound by this seniority bid system.

D. In order to meet specific demands, such as schooling or a bona fide emergency, it may be necessary for the Chief of Police to temporarily switch an employee's schedule. In that case, at least two (2) week's notice, if possible, shall be given the affected employee(s), stating the reason for the switch and the anticipated duration of the switch. Following the need for the switch, the employee(s) shall be returned to their regular shift. Any deviation of this practice shall result in the payment of overtime for all time out of shift.

ARTICLE XXIII

ACCRUAL OF BENEFITS

Any employee absent for more than one (1) year shall not accrue any benefits provided for under the collective bargaining agreement.

ARTICLE XXIV

DURATION OF AGREEMENT

A. DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2002 and continue in full force and effect until June 30, 2004. Said expiration is subject to the Union's right to negotiate over a successor Agreement pursuant to Article II, herein. This Agreement shall continue in full force and effect, pursuant to law and judicial decision, until such time as a successor Agreement supplants it. The termination day, however, may not be extended orally and may only be extended by a written instrument duly executed by both Parties.

IN WITNESS WHEREOF, both Parties do hereby affix their signatures:

**OLD BRIDGE DISPATCHERS UNION, TOWNSHIP OF OLD BRIDGE
IFPTE Local 196.**

PRESIDENT

Dated: _____

James T. Phillips, MAYOR

Dated: _____

SECRETARY

Dated: _____
135594

CLERK OR WITNESS

Dated: _____

