

AGREEMENT

BETWEEN

**BOROUGH OF SOUTH RIVER
MIDDLESEX COUNTY, NEW JERSEY**

AND

**AFSCME LOCAL 3440-3
SOUTH RIVER DISPATCHERS**

JANUARY 1, 2016 THROUGH DECEMBER 31, 2018

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PREAMBLE & RECOGNITION

- 1) THIS AGREEMENT, entered into this day of _____, by and between the BOROUGH OF SOUTH RIVER, in the County of Middlesex (hereafter the "Employer" or "Borough") and AFSCME 3440-3, duly appointed representative (hereafter referred to as the "Union"), represents the complete and final understanding on all bargainable issues between the Employer and Union.
- 2) The Employer hereby recognizes the Union as the sole and exclusive bargaining unit of all dispatchers and communications personnel working more than thirty (30) hours per week.
- 3) The bargaining unit shall consist of all dispatchers and communications personnel of the Police Department of the Borough of South River, New Jersey, now employed or hereafter employed. For the purposes of this Agreement the terms dispatcher, communications personnel, employee, or employees shall refer to all members of the bargaining unit as defined herein.
- 4) This Agreement shall govern all wages, hours and other terms and conditions of employment herein set forth.

ARTICLE I
MANAGEMENT RIGHTS

- 1) The employer 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:
 - a) The executive management and administrative control of the Borough and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
 - b) To make rules of procedure and conduct, to improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
 - c) The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.
 - d) To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees.
 - e) To set rates of pay for temporary or seasonal employees.
 - f) To suspend, demote or take any other appropriate disciplinary actions against any employee for good and just cause according to law.
 - g) Nothing contained herein shall prohibit the Borough from contracting out any work.
 - h) To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.

- i) The Employer reserves the right to all other conditions of employment not reserved to make such changes, as it deems desirable and necessary for the efficient and effective operation of the Departments involved.
 - j) In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the constitution and laws of New Jersey and of the United States.
- 2) Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R.S.40A: 1-1 et seq. or any national, state, county or local laws or regulations.
- 3) The parties recognize that the exercise of managerial rights is a responsibility of the Borough on behalf of the taxpayers and that the Borough cannot bargain away or eliminate any of its managerial rights. No grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the application or alleged violation of negotiable terms and conditions of employment.

ARTICLE II
DUES CHECK OFF

1. Dues Check-off: The Employer agrees to deduct Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the employer by AFSCME Council 73. The employer shall remit all deductions to AFSCME Council 73 together with a list of names of employees for whom the deductions were made by the 15th day of the succeeding month after such deductions were made.
2. Any Employee in the bargaining unit on the effective date of this Agreement who does not join the union within thirty (30) days thereafter, or any employee who does not join the union within thirty (30) days of initial employment, shall as a condition of employment pay a representation fee to the union by automatic payroll deduction. AFSCME Council 73 shall certify the amount of representation fee to the employer. The employer shall remit all deductions to AFSCME Council 73 together with a list of names of employees for whom the deductions were made by the 15th day of the succeeding month after such deductions were made.
3. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend and administrative or court litigation concerning this provision. In any such litigation, the Employer shall have no obligation to defend this provision but shall cooperate with the Union in defending this provision.

ARTICLE III
MAINTENANCE OF WORK OPERATIONS

- 1) The Union hereby 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/her position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performances of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Employer. The Union agrees that such action would constitute a material breach of the Agreement.
- 2) In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Union member shall entitle the Employer to invoke any of the following alternatives:
 - a) Withdrawal of dues deduction privileges
 - b) Such activity shall be deemed grounds for termination of employee or employees.
- 3) The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Employer and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.
- 4) Nothing contained in this Agreement shall be construed to limit or restrict the Employer 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 of the Union by its members.

ARTICLE IV
GRIEVANCE PROCEDURE

- 1) The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of employment under 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 appropriate member of the Department. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.
- 3) With regard to employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of this Agreement. With regard to the Employer, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions of this Agreement.
- 4) 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:
 - a. Step One: The Union shall institute written action under the provisions hereof within ten (10) days after the event giving rise to the grievance has occurred, 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. The written grievance at this Step shall contain the relevant facts and a summary of any preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The Chief of police or his/her designated representative will answer the grievance in writing within ten (10) workdays of receipt of the written grievance.
 - b. Step Two: If the Union wished to appeal the decision of the Chief of police, such appeal shall be presented in writing to the Borough Council or its designee within five (5) workdays thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Council or its designee shall respond, in writing to the grievance within thirty (30) calendar days of the submission.

- c. Step Three: If the Union elects to appeal the grievance to arbitration, the Union shall notify the Borough in writing within forty-five (45) days of receiving the written response from the Borough at step two of the grievance procedure. The cost of the arbitrator shall be born equally by both parties and the arbitrator shall not have the ability to add to, change, or modify the collective bargaining agreement. The arbitrator's decision shall be final and binding on both parties.

- 5) Upon prior notice and authorization of the Chief of Police, the designated Union Representative shall be permitted as a member of the Grievance Committee to confer with employees and the Employer on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided, the conduct of said business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.

- 6) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed hereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE V
SALARIES/LONGEVITY

A. Longevity

The following longevity schedule shall be implemented and maintained:

	Hire after 01/01/94
1. Commencement of sixth year to commencement of eleventh year	\$800 per year
2. Commencement of eleventh year to commencement of sixteenth year	\$1000 per year
3. Commencement of sixteenth year to commencement of twenty-first year	\$1100 per year
4. Twenty-one years on	\$1200 per year

Longevity shall be based upon the above schedule and shall become part of base pay for all purposes including pension.

Employees hired into this bargaining unit after January 1, 2013 shall not be entitled to receive longevity pay.

B. Salary Guide

Salary Guide is listed in appendix A.

ARTICLE VI
OVERTIME

- 1) Overtime shall be paid for all work performed in excess of a normal tour of duty or, forty (40) hours at the rate of one and one-half (1 1/2) times the computed hourly rate. Hours of work shall be as defined under FLSA.
- 2) Full time employees shall not be paid overtime until said employee shall have worked the hours specified above. The workday shall be defined as day in which the greatest number of hours are worked. This language pertains to short swing determinations only, and shall not cover voluntary swaps.
- 3) Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the immediate supervisor. The reasons for the granting of overtime shall be noted on the time report and certified by the Chief of Police.
- 4) Overtime shall be computed and payment made on the following basis:
 - a) Fifteen (15) minutes or less - No pay.
 - b) Sixteen (16) through thirty (30) minutes half (1/ 2) hour pay.
 - c) Thirty-one (31) through sixty (60) minutes one (1) hour pay.
 - d) Time attendance sheets shall be used to determine actual time worked.
- 5) Working hours and daily schedules of employees will be arranged to fit the needs of the Borough. There is no guarantee of overtime hours. Employees will be required to work overtime and during non-scheduled periods when the necessities of the Borough demand such work. In administering the requirement to work overtime, the Borough will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.
- 6) Employees recalled for overtime work which is not contiguous with the front or backside of the employee's workday shall be entitled to a minimum of two (2) hours pay. These provisions shall not apply when there is a declared emergency or general callback.
- 7) The Borough reserves the right to assign extra duty based upon reverse seniority.

- 8) In the event a dispatcher calls off for his/her shift for any legitimate reason, the dispatchers on the preceding shift shall be offered the overtime first on the basis of seniority and then the dispatchers on the following shift will be offered the overtime on the basis of seniority. If the dispatchers on the preceding shift and the following shift are not able to cover the shift, then the overtime opportunity shall be offered to all of the other dispatchers in order of seniority prior to being offered to police personnel, substitutes, or floaters.
- 9) Dispatchers may agree to split the overtime into two (2) segments with one dispatcher covering the first part of the shift and the other dispatcher covering the second part of the shift. The Borough retains the right to hire substitutes and/or floaters to fill the vacancy on a temporary basis. Such hiring shall not impact on employee's regularly scheduled normal tour of duty. Floaters are used for vacation, holidays, and sick and/or other absences when a regular full time employee is not available to work. Full time employees shall be offered the opportunity to work any and all overtime opportunities before a substitute or floater is called in. Floaters, substitutes and/or part-timers shall not be entitled to any contractual benefits.
- 10) Any overtime worked on a holiday will be paid at a rate of double time and a half (2.5).
- 11) Dispatchers shall be allowed to earn and bank XTO time. However, no dispatcher shall be allowed to carry more than eighty (80) hours of XTO time into the following calendar year. The Borough has the option to cash out any hours, but in no event shall the cash out amount exceed the equivalent of 80 hours. Dispatchers may cash out up to twenty four (24) hours of XTO on May 1, July 1, and September 1 of each year. A request to cash out XTO time shall be submitted to the payroll department by the first day of the month and payment for the XTO time shall be received by the last pay of the month.
- 12) XTO shall be based upon on shift manpower availability as determined by the Chief of Police or his designee.

ARTICLE VII
VACATIONS

- 1) All full-time employees shall be granted vacation leave based upon the following schedule:

Completed Years Of Service	Amount of Vacation Year of Service	
Six Months And one day	1 Vacation day per month not to exceed five (5) vacation days through December 31 of their first year of employment	
After one full Calendar year	11 working days	88 hours
Three years	13 working days	104 Hours
Five years	16 working days	128 Hours
Seven years	18 working days	144 Hours
Ten years	21 working days	168 Hours
Twelve years	23 working days	184 Hours
Fifteen years	26 working days	208 Hours

- 2) Employees will not be allowed to carry over accumulated vacation days into the next calendar year without written consent of the Borough Council.
- 3) Any employee who is on an unpaid leave of absence (i.e., injury leave, workman's compensation or unpaid leave) shall have his/her vacation leave for the year prorated for the time absent.
- 4) Changes in the scheduling of vacations shall be permitted with the approval of the Chief of Police or his designee.
- 5) If, for any reason, an employee's vacation is canceled or not taken as scheduled, the vacation may be rescheduled with the approval of the Chief of Police or his designee.

- 6) Dispatchers shall have a minimum of twenty (20) calendar days from the date they receive the yearly work schedule to submit the vacation request form. Approval of vacation days shall be done in order of seniority and independently by shift when possible.
- 7) Management shall allow a minimum of one dispatcher per day to use vacation time when staffing levels permit such use. The use of vacation time shall not be unreasonably denied.

ARTICLE VIII
SICK LEAVE

- 1) Definition - Sick leave shall mean paid leave that shall be granted to an employee who:
 - a) Through sickness or injury becomes incapacitated to a degree that makes it impossible for the employee to perform the duties of the employee's position;
 - b) Is quarantined by a physician because the employee has been exposed to a contagious disease;
 - c) Has needed to visit a medical professional during municipal business hours;
 - d) Has a member of the immediate family (child, spouse, step-child, step-parent, brother or sister, parent) with an illness, which requires the employee to stay home or take the relative to receive medical care.

- 2) Amount of Leave - Each employee who is eligible for sick leave shall receive twelve (12) per annum. Employees may accumulate up to one hundred and thirty (130) sick days.

Reporting

- 1) If an employee is absent from work for reasons that entitle him/her to sick leave, the Chief of Police or his/her designated representative shall be notified as early as possible, but no later than two (2) hours prior to the start of shift, except in the event of an emergency or sudden illness.

- 2) The employee reporting sick leave shall notify the supervisor of:
 - a) General nature of the illness
 - b) The telephone number where the employee may be contacted during sick leave
 - a) The expected duration of sick leave, if known.

- 3) The supervisor shall record this information on the appropriate sick leave form.

- 4) Failure to notify the Chief of Police or his/her designated representative may be cause for disciplinary action. An employee who is absent two (2) consecutive days or more and does not notify the Chief of Police or designee shall be subject to dismissal.

- 6) General - During protracted periods of illness or disability of an employee, the Chief of Police may require interim reports on the condition of the patient at biweekly periods from the attending physician and/or a Borough medical physician. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.
- 7) No employee shall be allowed to work and endanger the health and well being of other employees and if the employee's condition warrants the employee may be directed to the Borough physician for an opinion as to fitness for duty.
- 8) Sick leave with pay shall not be allowed under the following conditions:
 - (a) When the employee, under medical care, fails to carry out the orders of the attending physician.
 - (b) When, in the opinion of the Borough medical physician, the employee is ill or disabled because of self-imposed contributory causes or actions contrary to the Police Division Code of Conduct.
 - (c) When, in the opinion of the Borough medical physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.
 - (d) When the employee does not report to the Borough physician, as directed.
- 9) The recommendation of the Borough medical physician as well as those of the attending physician as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Chief of Police. The Chief of Police reserves the right in such cases where there is a difference of professional opinion between the Borough physician and the personal physician, to require the employee to submit to an examination by a third doctor.
- 10) In charging an employee with sick leave, the smallest unit to be considered is one (1) hour of a working day.
- 11) Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the workday.

- 12) Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.
- 13) Any employee who calls in sick for the purpose of engaging in outside employment or who engages in outside employment while on sick leave without the permission of the Chief of Police shall be subject to immediate disciplinary action up to and including discharge.
- 14) Sick Leave Confinement Restriction -If an employee is absent for reasons that entitle the employee to sick leave, or the employee is on a Worker's compensation leave because of an injury sustained during his/her employment, he/she shall remain at his/her place of confinement during the period in which he/she is scheduled for work on the day(s) in question with the following exceptions:
 - a) To report for medical attention, doctor's office or hospital. An employee shall contact his/her supervisor to report when leaving and returning to the place of confinement. The supervisor shall record the times the person leaves and returns to the residence on the appropriate form. The supervisor shall ascertain the name of the physician, hospital, therapy center to be attended and the location of same. In the absence of the supervisor, or if the supervisor is the person on sick or workers compensation leave, this information shall be provided to the dispatcher on duty.
 - b) To engage in the exercise of his/her right to vote or attend religious services, except when the attending physician has made a prior determination that doing so would be detrimental to the employee's health. The procedure outlined in (1) above shall be followed when leaving the place of confinement.
 - c) If an emergency necessitates his/her absence, such an emergency shall be reported as soon as possible utilizing the above-described procedure in (1).
 - d) If any other reason to leave the confines of his/her home or place of confinement is necessary the employee must contact the supervisor, Borough Administrator or his/her designee to obtain permission in each instance. The procedure outlined in (1) above will be followed.

- e) The supervisor may visit the employee who is on sick or Worker's compensation leave at his/her residence or place of confinement. Such visits shall be recorded on the sick leave form.
- f) The Supervisor may telephone the employee who has reported off on sick leave or is on worker's compensation leave at his/her place of confinement during the employees scheduled work hours.
- g) The sick leave residence restriction shall not apply when sick leave is taken as part of FMLA leave.

15) Leave of Absence as a Result of injury in the Line of Duty. When an employee covered under sick leave policy is injured in the line of duty, the Borough shall provide the employee with up to one year's leave of absence with take-home pay equal to that which would be provided to the employee if the employee continued working at regular pay without overtime, holiday or other pay. When such action is taken, the employee shall not be charged any sick leave for time lost due to such particular injury.

16) Employees shall not be required to utilize FMLA time for injuries received while on duty.

17) Sick leave verification accumulation and pay out at retirement shall be as per local ordinance.

ARTICLE IX
BEREAVEMENT LEAVE

- 1) In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay for up to a maximum of four (4) calendar days from the date the employees immediate family member passed for the purpose of grieving. In the event of the death in the employee's extended family, the employee shall be entitled to one (1) paid day off to attend the viewing and/or funeral.
- 2) The "immediate family" shall include only spouse, civil union partner, grandparent, brother, sister, parents, child, father- in-law, mother-in-law, step child, step parent, or other individual residing permanently within the employees residence who is not a tenant.
- 3) The "extended family" shall include an uncle, aunt, nephew, and niece, siblings-in-law, cousin of the first degree, spouse's niece, nephew, uncle and aunt.
- 4) The Borough may require reasonable verification of the event.
- 5) Such bereavement leave is not in addition to any holiday or day off or compensatory time off falling within the time of the bereavement.
- 6) An employee may make a request of the Chief of Police or his/her designated representative for time off to attend a funeral separate and distinct from bereavement leave, which approval shall not be unreasonably withheld. Such time shall be charged to personal days.
- 7) If an employee is scheduled off from work on benefit time and has a death in the family, the employee shall receive and utilize their allotted funeral time. The employee shall not be forced to use his/her benefit time.
- 8) The use of personal time or vacation time for bereavement matters shall not be unreasonably denied.

ARTICLE X
INSURANCE

Medical Benefits:

- 1) Effective January 1, 2013, all employees shall be required to contribute towards the cost of the premium for all health insurance provided under this article pursuant to Public Law 2011, Chapter 78, and in no instance will the contributions for all health insurance received under this Agreement be less than 1.5% of his/her salary.
- 2) Employees currently receiving Borough-paid medical and prescription insurance, and who have proven alternative health coverage, may elect to forego participation in the Borough provided medical and prescription insurance coverage. Employees who make such an election will receive an annual lump sum payment equal to 25% of the least expensive medical plan the employee is eligible to select, up to a maximum of \$4,000, whichever is lesser.

ARTICLE XI
HOLIDAYS

1) Each employee shall be entitled to 11 paid holiday days each year as set forth by the Borough Council. These holidays may include, at the discretion of the Borough Council, the following traditional holidays.

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day
11. Election Day

2) In addition to the above, each employee shall be entitled to no more than 2 additional benefit days, including 1 floating holiday and the employee's birthday. An employee shall be entitled to the second benefit holiday for their birthday, only after one full year's service.

3) Effective with the signing of this contract, holidays will be paid to the employee's as holiday pay in their paychecks. Employees will work a normal shift schedule.

ARTICLE XII
WORK-INCURRED INJURY

- 1) Employees, who are injured, whether slightly or severely, while working, must make an immediate report within eight (8) hours thereof to the Department Head.
- 2) Employees may not return to work without a certification from the attending physician that he/she is capable of returning to work.

ARTICLE XIII
MILITARY LEAVE

All Military leave shall be granted in accordance with current laws.

ARTICLE XIV
LEAVE OF ABSENCE WITHOUT PAY/MATERNITY LEAVE

- 1) An employee may request a leave of absence without pay, not to exceed thirty (30) continuous calendar days, by submitting in writing all facts bearing on the request to his/her supervisor, who will append his/her recommendations and forward the request to the Employer. The Employer will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for an extension of time shall be at the discretion of the Employer. Such leave of absence shall not be deemed to be part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence if the employee is not available for work. Such decision shall be non-grievable.

- 2) Maternity leave without pay shall be granted for up to six (6) months by the Employer in accordance with the following procedure:
 - a. All notices of maternity leave and applications for extensions or reductions of maternity leave shall be made in writing to the Borough Council or its designee.

 - b. An employee intending to take maternity leave shall advise the Employer of the fact of her pregnancy and of her prospective plans for taking maternity leave and her best estimate of when the maternity leave will commence and terminate.

 - c. The employee shall advise the Employer of the maternity leave no later than the end of the fourth month of pregnancy. Such written notice shall specify the employee's best estimate of when the maternity leave will commence and terminate.

 - d. Upon application to the Employer, maternity leave may be extended for an additional period not to exceed an additional six (6) months, with the approval of the Borough Council.

ARTICLE XV
DISCRIMINATION AND COERCION

- 1) The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin, sexual orientation, or political affiliation.
- 2) The Employer and the Union agree that all employees covered under the Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE XVI
PROBATIONARY PERIOD

- 1) All employees hired during the term of this Agreement shall serve a probationary period of one (1) year from the date of hire. During this probationary period, the Employer reserves the right to discharge a probationary employee for any reason. An employee, if discharged, and the union, shall not have recourse through the grievance procedure set forth in this Agreement. The probationary period may be extended at the discretion of the Department Head for a period of forty-five (45) days.
- 2) It is the intention of the Employer, in cooperation with the Union, to start all new employees at the minimum of the salary range for that position.
- 3) The Employer retains the right to give additional salary guide credit to reflect outside work experience. No new employee shall be placed higher than the second step of any guide except where the Borough must fill a job category formerly occupied by only one person.

ARTICLE XVII
SEPARABILITY AND SAVINGS

- 1) If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application 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 XVIII
CLOTHING ALLOWANCE

- 1) Employees hired as Police Dispatchers shall be entitled to the following items of clothing upon completion of thirty (30) days employment, but not maintenance allowance specified in Paragraph B, which shall become the dress code:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1.	Shoes, standard service grade, black	1pr.
2.	Pants, 5.11Tactical Pants, Beige	3pr
3.	Shirt, short sleeve, 5.11Tactical, Black Sewn on patch and dispatchers name	3ea.
4.	Shirt, long sleeve, 5.11Tactical, Black Sewn on patch and dispatchers name	3ea.
5.	Belt, 1 1/ 2 to 2 in. width, black, Leather with silver buckle	1ea.
7.	Winter Coat (Tactical 5 in 1 Jacket or Similar)	1ea.
8.	Badges, silver, standard police, inscription "South River Police" and "Dispatcher"	1set.

The Borough of South River, in accordance with all applicable New Jersey State Bidding Statutes, shall provide the initial outlay of clothing. Said clothing is to have specifications prepared by the Governing Body.

The Borough shall pay each Union member the sum of Eight Hundred and Twenty five dollars (\$825) annually for maintenance and replacement of uniforms, clothing, and equipment. Payment shall be made by the second pay period in June.

- 2) The Employer reserves the right to determine the type, appearance, and quality of clothes. The employer reserves the right to establish a procedure to guarantee the allowance is being expended for uniform maintenance or replacement.

ARTICLE XIX
OUTSIDE EMPLOYMENT

Employees will not be permitted to engage in outside employment which conflicts with their responsibility to the Borough. Employees will be permitted to engage in outside employment if it does not constitute a conflict of interest and is work that would not be performed during the employee's normal tours of duty with the Borough. However, the employee recognizes that his/her primary employment responsibility is to the Borough and will therefore be available, immediately following tours of duty, upon reasonable notice by the Borough, if he/she is called back to perform service on an emergency basis at hours other than during his/her normal tours of duty. Employees will advise the Department Head of the location, nature, and times of such outside employment, which is conducted on a continuing basis, so that the Department Head may recall them back to work in the event of an emergency. Employees must receive permission from the chief to perform outside employment. If an employee is denied permission to perform outside work, he/she may appeal his/her request to the Business administrator.

ARTICLE XX
ACCESS TO PERSONNEL FILES

- 1) An employee shall, upon verbal request to the Personnel Department, have an opportunity to review his/her personal folder in the presence of an appropriate official of the Personnel Department to examine any criticism, commendation or any evaluation of his/her work performance or conduct prepared by the Borough during the term of this Agreement. The employee shall be allowed to place in such file a response of reasonable length to anything contained therein.
- 2) A copy of any written evaluation of work shall be provided to the employee. Evidence of receipt of same shall be the signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon. The employee shall have the right to attach a response to the evaluation. If the employee avails himself/herself of this right, said response shall be considered the end of the evaluation process thereto concerned.
- 3) In Paragraphs A and B, the employee shall have thirty (30) days to submit a written response after reviewing notice or finding that such document exists in his/her file.

ARTICLE XXI
SAFETY

- 1) The Employer agrees to promote the safety and adequacy of all working areas, equipment and tools provided for employee use and shall provide all necessary safety equipment.
- 2) It is further understood that employees will report all safety hazards and defects to their immediate supervisor, and also make written reports of all job-related accidents involving injury or damage to any persons or property. If the supervisor agrees that a hazard or defect exists, he shall inspect and correct such hazards or defects.

ARTICLE XXII
PERSONAL LEAVE

- 1) All full time employees shall have Six (6) paid personal leave in each calendar year for any personal purpose, in addition to all other leave provided in this Agreement. Personal days may not be carried over from one calendar year to the following calendar year.
- 2) Personal days may be taken on separate days or may be taken consecutively; however, the employee shall give the Employer five (5) day's prior notice for each personal day to be taken, except in the event of an emergency (such as funeral). Employees may use personal time with less than five (5) days notice at the discretion of the Chief of Police or his designee.
- 3) Personal leave may be used to extend vacations or holidays, with the approval of the Chief of Police or his designee so long as not more than one (1) personal day of leave time is used for this purpose on any one (1) occasion.
- 4) An employee may not take personal leave and the Employer may compel that employee's attendance in the event of a manpower shortage.
- 5) New employees shall be credited with one (1) personal day at the conclusion of their first three (3) months of employment, and then one additional personal day for every two (2) months of service, not to exceed five (5) personal days during their first calendar year of employment. Thereafter, each employee shall be credited with six (6) personal days on January 1 of each year.

- 6) Failure to provide timely notice, except in an emergency, shall result in the employee not receiving pay for that day and may constitute cause for additional disciplinary action.
- 7) The use of personal time in one (1) hour increments shall be at the discretion of the Chief of Police or his designee. However, the use of personal time in one (1) hour increments shall not be unjustly denied.
- 8) Employees may substitute personal days for scheduled vacation days with the approval of the chief of police or his designee in the months of November and December of each year.
- 9) The use of personal time shall not be unreasonably denied.

ARTICLE XXIII
LAYOFFS

The Employer agrees that in the event of employee layoffs for bona fide economy or other legitimate reasons, with good faith demonstrated on the part of the Employer to the Union, same shall be on the basis of Borough wide seniority beginning with temporary help, then provisional employees and last, permanent employees. In no instance shall permanent employees be laid off and part time employees retained within job title. If the fulltime employee rejects part-time employment he/she shall lose all seniority rights. Qualifications to perform a particular job shall be the overriding criteria in any "bumping" of another employee. In all cases the Employer shall provide fourteen (14) days written notice to employees to be laid off. Employees who are laid off pursuant to this paragraph shall be placed on an eligibility list for re-hire for any vacancies for which they are qualified. Such employees, if so qualified shall be given preference over new employees. The employee shall remain on the recall list for a period of two (2) years.

ARTICLE XXIV
MILEAGE AND MEAL REIMBURSEMENTS

- 1) Effective upon the signing of this Agreement any employee who is required to work through a meal hour shall be credited with a meal allowance of twelve (\$12) to be paid within ten (10) days to two (2) months after the submission of the proper voucher, which will be made available by the Borough.
- 2) Effective upon the signing of this Agreement whenever an employee is required to utilize his/her personal vehicle in connection with Borough business he/she shall be reimbursed at the standard business rate per mile as determined by the IRS for the current year.

ARTICLE XXV
JURY DUTY

- 1) A regular employee who loses time from his/her job because of jury duty, as Certified by the Clerk of the Court, shall be paid by the Borough their normal rate of pay for the scheduled work day subject to the following conditions:
 - a) When jury service is completed prior to 1p.m., the employee is required to telephone the Chief of Police or his designee and report to work if requested.
 - b) The employee must notify his/her supervisor immediately upon receipt of any communication regarding jury service.
 - c) No reimbursement of wages will be made for jury services during holidays or vacations. However, vacations may be rescheduled.
 - d) At the management's request, adequate proof must be presented of time served on a jury and the amount received for such services.
 - e) An employee who voluntarily seeks jury duty in any manner whatsoever shall not be eligible for payments from the Borough.
 - f) Employees who are on jury duty shall be guaranteed a minimum of ten (10) hours of rest before reporting to jury duty or work in a twenty-four (24) hour period while on jury duty. Scheduling of the employees work hours shall be at the discretion of the chief or his designee.

ARTICLE XXVI
FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining 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 parties at the time they negotiated or signed this Agreement. All terms and conditions of employment in effect at the signing of this contract shall remain in effect and shall not be altered, changed, or diminished by either party except by an instrument in writing executed by both parties.

ARTICLE XXVII
DURATION

- 1) This Agreement shall be in full force and effect as of January 1, 2016 and remain in effect to and including December 31, 2018 without any reopening date. 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 later than one hundred twenty (120) days prior to the expiration of this Agreement.
- 2) No retroactivity for employees not currently employed by the Borough.
- 3) Payment of retroactive wage increases shall be made as soon as practicable but is not to exceed one hundred twenty (120) days after the signing of this Agreement.
- 4) Upon expiration of this contract, all terms, conditions, and wage requirements of this contract shall remain in full effect until a fully bargained successor agreement is reached between both parties.

ARTICLE XXVIII
SHIFTS

- 1) All dispatchers will work steady shifts with the shifts being chosen by dispatcher seniority.
- 2) All dispatchers that are scheduled by the Administration to work a Swing Shift or Short Swing (exclusive of training days) shall be compensated with 4 hours of extra pay that shall be paid at straight time.
- 3) If during the life of this contract the Union or the Employer desires to institute a new work schedule, the two parties agree to meet and negotiate the terms of the new schedule. The new work scheduled shall not be instituted until both parties are in agreement.

ARTICLE XXIX
INDEMNIFICATION

The Borough agrees to defend, hold harmless, and indemnify the members of the Union from any and all demands, claims, suits, actions, and legal proceedings brought against a member of the Union, for any act or omission arising out of and directly related to the lawful performance of the duties of their employment, but not for their defense in a criminal proceeding. The Borough will provide a defense to a member of the Union.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at South River, New Jersey, the day and year first above written.

South River Dispatchers Union AFSCME 3440-3

X Adam Dehanes
Adam Dehanes, President

Date: 6/27/16

AFSCME Council 73

X Paul J. Schroeder
Paul J. Schroeder, Council Representative

Date: 06/27/16

Borough of South River

X Frederick Carr
~~Frederick Carr~~, Borough Administrator

Date: 27 June 2016

FREDERICK CARR

RESOLUTION

WHEREAS, the Governing Body has reached an Agreement with the South River Dispatcher's Association, AFSCME Local 3440-3, for the period of January 1, 2016 to December 31, 2018 between said union and the Borough of South River.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River that the agreement with the South River Dispatcher's Association, AFSCME Local 3440-3, for the period of January 1, 2016 to December 31, 2018, is approved.

BE IT FURTHER RESOLVED that the appropriate Borough Officials are hereby authorized to execute the same on behalf of the Borough of South River.

DATED: JUNE 27, 2016

/s/ Jim Hutchison
Councilmember

/s/ Michael Trenga
Councilmember

ROLL CALL VOTE

YEAS: Ciulla, Gurchensky, Haussermann, Trenga, Hutchison
NAYS: None
ABSENT: Jones

CERTIFICATION

I, Patricia O'Connor, Borough Clerk of the Borough of South River, do hereby certify this to be a true copy of a Resolution adopted by the Borough Council of the Borough of South River at a meeting held on June 27, 2016.

Patricia O'Connor
Patricia O'Connor, RMC
Borough Clerk

DISPATCHERS AFSCME LOCAL 3440-3
POLICE CENTER
BA
CFO
PAYROLL
FILE