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· AGREEMENT

Between

BOROUGH OF WESTVILLE
GLOUCESTER COUNTY, NEW JERSEY

And

TEAMSTERS LOCAL UNION NO. 676
Affiliated with the International Brotherhood of Teamsters, AFL/CIO

EFFECTIVE DATES:

January 1, 1995
up to and including
December 31, 1997

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AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1996, by and between the BOROUGH OF WESTVILLE, a Municipal Corporation of the State of New Jersey, County of Gloucester, State of New Jersey, a governmental body hereinafter referred to as the "Borough", party of the first part, and TEAMSTERS LOCAL UNION NO. 676, hereinafter referred to as the "Union", party of the second part:

WITNESSETH

WHEREAS, it is the desire of the parties hereto to provide fair and equitable hours, wages and working conditions and to establish, preserve and promote harmonious and mutually beneficial relations;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, each party, intending to be legally bound hereby, covenants, agrees and pledges to and with the other as follows:

ARTICLE 1- RECOGNITION

The Borough recognizes Teamsters Local Union No. 676, affiliated with the International Brotherhood of Teamsters, AFL/CIO, as the sole and exclusive representative for the purpose of collective bargaining negotiations for full-time police dispatchers employed by the Borough of Westville, excluding all Supervisors, and all other employees as defined by the Public Employees Relations Act.

ARTICLE 2 - MANAGEMENT RIGHTS

A. The Borough of Westville 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. The executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees by utilizing personnel, methods and means in the most appropriate manner possible as may from time to time be determined by the Borough.
2. To make rules of procedure and conduct, to use alternative methods and equipment, to determine work schedules and shifts, 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.

3. The right of management to make, maintain and name such reasonable rules and regulations as it from time to time deems best for the purposes of maintaining order, safety and/or the effective operation of the Department, after advance notice to the employees, to require compliance by the employees, is recognized.
 4. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment, and to promote employees.
 5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
 6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient or non-productive.
 7. The Borough reserves the right with regard 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 Department.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall not conflict with the specific and express terms of this Agreement, nor with the Constitution and laws of the State of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority, under N.J.S.A. Titles 40 and 40A, or any other national, state, country or local laws or regulations.

ARTICLE 3 - RULES AND REGULATIONS

- A. The Borough may establish and enforce binding rules and regulations in connection with the operation of the Borough and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. It is understood that application of this Agreement shall not in any way hamper enforcement of the Departmental Rules and Regulations.
- B. It is understood that all employees shall comply with all rules and regulations of the Department and orders or directives issued by the Chief of Police or his designee from time to time.
- C. If any employee believes a rule, regulation or instruction is unreasonable or unjust, the employee shall comply with the rule, regulation or instruction, but with the further provision that such employee may regard the rule, regulation or instruction as a

grievance which shall be handled in accordance with the grievance procedures set forth in this Agreement.

D. A copy of any proposed new or modified rule or regulation shall be forwarded by the Borough to the Chief Shop Steward and the Union at least thirty (30) calendar days prior to the proposed date of implementation.

ARTICLE 4 - BAN ON STRIKES

A. The Union hereby covenants and agrees that strikes by public employees are illegal in the State of New Jersey. Further, the Union covenants and agrees that neither the Union, the Union nor any person acting on 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 absence in whole or in part, from the full, faithful and proper performance of the employee's duties or employment), work stoppage, slowdown, walkout or other illegal job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Dispatcher shall be deemed grounds for dismissal of such employee or employees.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law.

ARTICLE 5 - GRIEVANCE PROCEDURE

A. 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 employment under this Agreement.

B. 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 Borough. An employee shall have the right to Union representation at each and every step of this grievance procedure. In all disciplinary hearings and/or hearing designated for the appeal of a disciplinary action already taken, the employee shall be entitled to Union representation.

C. Miscellaneous provisions:

1. The term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of

employees from the interpretation, application or violation of policies, agreements and administrative decisions affecting them.

2. No grievance may proceed beyond Step 3 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulations, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step 3 herein.

D. 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 1:

The aggrieved or the Union shall institute action under the provisions hereof within seven (7) calendar 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 his/her immediate supervisor for the purpose of resolving the matter informally. Failure to act within said seven (7) calendar days shall be deemed to constitute an abandonment of the grievance.

STEP 2:

If no Agreement can be reached orally within seven (7) calendar days of the initial discussion with the supervisor, the employee or the Union may present the grievance in writing within seven (7) calendar days thereafter to the Chief of Police or his designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated and the remedy required by the grievant. An incomplete submission shall permit the Chief of Police to request the additional required documentation without his response time beginning until the submission is complete. However, an incomplete submission shall not be grounds for dismissing the grievance as untimely filed. The Union, at the time of the submission, may request a meeting with the Chief of Police. The Chief of Police or his designated representative will answer the grievance in writing within fourteen (14) calendar days of receipt.

STEP 3:

If the Union wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to Mayor and Borough Council or a hearing panel comprised of a member or members of Mayor and Borough Council within fourteen (14) calendar days thereafter. This presentation shall include copies of all previous correspondence relating

to the matter in dispute. An incomplete submission shall permit the Mayor and Council or the designated hearing panel to request the additional required documentation without his response time beginning until the submission is complete. However, an incomplete submission shall not be grounds for dismissing the grievance as untimely filed. The Union, at the time of the submission, may request a meeting with the Mayor and Council or the designated hearing panel. The Mayor and Council or the designated hearing panel shall respond in writing to the grievance within fourteen (14) calendar days of the submission, or the meeting, whichever is later.

STEP 4:

If a grievance is not settled through Steps 1, 2, and 3, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within ten (10) days of the decision rendered in Step 3. The costs for the services of the arbitrator shall be borne equally by the Borough and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. Miscellaneous provisions:

1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
3. The parties agree that at no time shall they place more than one (1) issue before any one (1) arbitrator at any one (1) time.

F. 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 any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, 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 constrict the time limits provided for processing the grievance at any step in the grievance procedure.

ARTICLE 6- NON-DISCRIMINATION

A. The Borough and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, physical disability, or political affiliation.

B. The Borough and the Union agree that all employees covered under this 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 Borough or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE 7- SHOP STEWARDS/ UNION RIGHTS & ACTIVITIES

A. Upon prior notice to the appropriate Borough employee, authorized representatives of the Union shall be permitted to inspect Borough communications facilities and laboratory and locker room areas utilized by Radio Union. The Borough shall have the right to deny access to the above mentioned facilities if access would interfere with the normal conduct of the work being performed.

B. Whenever a complaint is made concerning the wages, vacations and/or holidays of the employee, the complaining employee shall have the right to inspect the Borough payroll and time cards of the complaining employee.

C. The Union has the right to designate Shop Stewards and alternates from the Borough's seniority list. The authority of the Shop Stewards and alternates shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to the Borough or the Borough's designated representative, in accordance with the provisions of this Agreement.
2. The collection of dues and fees when authorized by Local Union resolution.
3. The transmission of such messages and information which shall originate with and/or authorized by the Local Union or its officers.

D. The Shop Steward shall be permitted to present and process grievances without loss of time or pay. Such time spent in handling grievances when during work hours of the employee shall be considered working hours to be compensated at the employee's regular hourly rate of pay. It is agreed that such hours shall be only those reasonably necessary to handle such grievances and process such grievances.

E. Whenever the Shop Steward and/or assistant Shop Steward attend any grievance hearings or negotiations attended by representatives of the Borough and the Union, he

shall suffer no loss of pay if said hearings or negotiations take place during the employee's regular working hours.

F. A maximum of one (1) employee who is a member of the Union's negotiating committee shall be permitted time off from duty without loss of pay to attend negotiating sessions, so long as the employee has given prior notice to and received prior authorization from his/her immediate supervisor.

G. The Borough agrees to grant time off from duty without loss of pay to the chief Shop Steward to attend group meetings of the Union, so long as such meetings do not exceed one-half (½) hour per month, when necessary.

ARTICLE 8- DUES, DEDUCTION AND AGENCY SHOP

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

B. The checkoff shall commence from each employee who signs a properly dated authorization card, supplied by the Union and verified by the Borough Treasurer, during the month following the filing of such card with the Borough.

C. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the Borough written notice, thirty (30) days prior to the effective date of such change, and shall furnish to the Borough either new authorization from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union advising of such changed deduction.

D. The Union will provide the necessary 'checkoff authorization' form, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Borough Treasurer.

E. Any such written authorization may be withdrawn at any time by the filing of such withdrawal with the Borough Treasurer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Borough has the right and agrees to deduct the fair share fee from the earnings of those employees, without their authorization, who elect not to become members of the Union and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment.

H. The fair share fee for services rendered by the Union shall be in the amount equal

to the regular membership dues, initiation fees and assessment of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Borough.

J. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.

K. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability including attorneys fees for the defense of such claims, that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Borough, or in reliance upon the official notification on the letterhead of the Union and signed by the President or Secretary/Treasurer of the Union, advising of such changed deduction.

ARTICLE 9- CREDIT UNION

The Borough agrees to make payroll deductions for Teamsters Local 676 Federal Credit Union purposes if the employee has provided the Borough with a signed card so authorizing. Such deductions shall be remitted to the Credit Union once a month and there shall be no cost to the Borough.

ARTICLE 10- PROBATIONARY PERIOD

A. An employee shall be subject to a probationary period during which time said employee may be discharged by the Borough with or without cause.

B. The length of this probationary period shall be one (1) year from the date of employment by the Borough.

ARTICLE 11- SENIORITY

- A. Seniority is defined as an employee's total length of service with the Borough of Westville, beginning with his original date of hire.
- B. An employee having broken service with the Borough (as distinguished from a leave of absence) shall not accrue seniority credit for the time when he was not employed by the Borough.
- C. If a question arises concerning two (2) or more employees who were hired on the same date, the following shall apply:
1. If hired prior to the effective date of this Agreement, seniority shall be determined by the order in which employees are already shown on the Borough's payroll records, first name, first preference, etc.
 2. For employees hired on the same date subsequent to the date of this Agreement, preference shall be given in alphabetical order.
- D. The Borough shall maintain an accurate, up to date, seniority roster showing each employee's date of hire, classification, and pay rate, and shall furnish copies of same to the representative upon request, and same shall be posted annually on the Union's bulletin board.
- E. In cases of promotions, demotions, layoffs, recalls, vacation schedules, and other situations where substantial employee advantages are concerned, seniority shall prevail, provided the employee has the ability to perform the work involved.

ARTICLE 12- BULLETIN BOARD

- A. The Borough agrees to provide one (1) bulletin board in the Police Department for the exclusive use of the Union to post notices and other Union information. Only information pertaining to Union business shall be posted on the Bulletin board.
- B. All material posted on said bulletin board must be on official Union letterhead or must be signed by an authorized Union representative.
- C. Any material posted on said bulletin board which does not comply with the requirements of this Article may be removed by the Borough.

ARTICLE 13- PERSONNEL FILES

- A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Borough and may be used for evaluation purposes by the appropriate Borough official, Mayor and/or governing body only.

B. Upon advance notice and at reasonable times, any employee may review his personnel file; however, this appointment for review must be made through the department head or his designated representative.

C. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.

ARTICLE 14- WORK SCHEDULE

A. The regular duty schedule will provide a basic work week of forty (40) hours. The normal work schedule of a dispatcher will consist of five (5) eight (8) hour shifts per week.

B. The exact hours and days for a particular dispatcher shall be established by the Chief of Police.

C. Upon prior notice to and approval of the Chief of Police, employees shall be permitted to exchange assigned shifts. It is recognized that any such exchange shall be voluntary and for the sole benefit of the employees involved. The exchange of shifts shall not create any overtime obligation on the part of the Borough, and shall not create any other economic obligations for the Borough pursuant to this Agreement or the Fair Labor Standards Act.

ARTICLE 15- OVERTIME/CALL-IN TIME

A. Employees shall be entitled to receive overtime compensation at the rate of one and one-half (1-1/2) times the employee's regular base rate of pay under the following conditions:

1. All work performed in excess of the employee's regular hours of duty in any one (1) day.
2. All work performed in excess of the employee's regular hours of duty in any one (1) week. All time paid is considered hours worked.

B. Employees shall be entitled to receive overtime pay at the rate of double their regular base rate of pay for all work performed on the seventh (7th) consecutive day of work or fifty-sixth (56th) hour worked during one (1) week. All time paid for is

considered time worked.

C. Overtime refers to any time worked beyond the regular hours of duty and is granted only when approved by the immediate supervisor.

D. Overtime work shall be distributed as equitably as possible amongst all employees who have been given a reasonable notice (two (2) hours) that overtime will be worked, except in cases of emergency.

E. Any employee who is required to come in to work outside of normal working hours shall be given as much notice as possible, unless it is an emergency.

F. Overtime shall be paid currently, or at least no later than the second pay period after the overtime was worked.

G. In the event that an employee is called back to work outside of his/her regularly scheduled shift, he/she shall be paid a minimum of two (2) hours pay, with all hours worked being compensated at the rate of one and one-half (1-1/2) times the employee's regular base rate of pay, so long as said recall is not contiguous with the employee's regularly scheduled shift. The Borough has the right to require the employee to remain on duty for the full two (2) hour period.

H. In the event that an employee is called back to work outside of his/her regularly scheduled shift for the purpose of attending court, s/he shall be paid a minimum of two (2) hours pay, with all hours worked being compensated at the rate of one and one-half (1-1/2) time the employee's regular base rate of pay, so long as said court appearance is not contiguous with the employee's regularly scheduled shift.

I. The employee shall have the option to elect to take compensatory time rather than overtime compensation, the dates during which the compensatory time will be taken shall be approved by the Chief of Police. Compensatory time shall be accumulated in accordance with the provisions of the governing law.

ARTICLE 16- WAGES

All present full time employees shall receive the following compensation during the term of this contract:

<u>CLASSIFICATION</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>
Senior Dispatcher	18,382	18,933	19,501
First Class Dispatcher	17,953	18,492	19,047
Second Class Dispatcher	16,906	17,413	17,935
Third Class Dispatcher	15,824	16,299	16,788
Fourth Class Dispatcher	14,777	15,220	15,677

The new job title of Senior Records Clerk shall be filled by Rosella E. Smith. The salary for the Senior records Clerk commencing January 1, 1995 shall be \$4,115.00; commencing January 1, 1996 shall be \$4,238.00 and commencing January 1, 1997 shall be \$4,365.00.

It is understood and agreed in the event that Rose Smith shall terminate her employment with the Borough of Westville, that this position may be filled solely at the discretion of the Borough. The job title Police Dispatcher/ Tack Officer shall be filled by Charles Roberts. The salary for this position commencing January 1, 1995 shall be \$1,500.00; commencing January 1, 1996 shall be \$2,000.00 and commencing January 1, 1997 shall be \$2,500.00.

It is understood and agreed that the Police Records Clerk and Senior Records Clerk, if the position is filled, shall be recommended by the Chief of Police and appointed by Mayor and Council. It is further understood and agreed that a newly hired dispatcher shall commence employment at the fourth class level and shall progress on each annual anniversary date from fourth class to third class to second class and finally to first class. A vacancy in the position of Police Records Clerk, if filled, shall be filled on the basis of seniority as a police dispatcher provided such senior person is able to perform the job.

All police Dispatchers shall receive shift differential at the rate of one hundred and fifty dollars (\$150.00) per year for the years 1995, 1996 and 1997.

ARTICLE 17- HOLIDAYS

A. All full-time permanent employees shall be entitled to the following paid holidays on an annual basis:

New Years Day	Memorial Day	General Election Day
Martin Luther King Day	Independence Day	Veteran's Day
Lincoln's Birthday	Labor Day	Thanksgiving Day
Washington's Birthday	Columbus Day	Christmas Day
Good Friday		

B. Any full-time dispatcher required to work on any holiday shall receive an additional holiday and be paid for the time worked at the rate of one and one-half (1-1/2) times the standard pay. Any alternative holidays received due to working on a holiday shall be taken with approval of the Chief of Police.

C. Any other additional holidays granted by the Mayor and Council of the Borough of Westville to other employees of the Borough shall also be granted to all full-time permanent employees covered under this Agreement.

D. All full time dispatchers shall receive one (1) personal day off, with pay, starting January 1, 1997 to be granted upon request with a twenty-four (24) hour notice unless an emergency exists.

ARTICLE 18- VACATIONS

A. Employees covered by this Agreement shall be entitled to vacation leave in accordance with the following:

1. Five (5) working days after one year's service.
2. Ten (10) working days after two year's service.
3. Eleven (11) working days after four year's service
4. Thirteen (13) working days after six year's service.
5. Fourteen (14) working days after eight year's service.
6. Fifteen (15) working days after ten year's service.
7. Seventeen (17) working days after twelve year's service.
8. Eighteen (18) working days after Fourteen year's service.
9. Twenty (20) working days after fifteen year's service.

B. Any vacation leave not used may not be accumulated from year to year.

C. Vacation time cannot be used for sick time without the express written consent of the Employee.

D. It is understood that each employee shall have fully earned his/her vacation as of the first of the year. However, if the employee leaves the service of the Borough, his/her earned vacation time unused will be pro-rated for the time period worked in that year, and paid to the employee in his/her last paycheck, provided s/he has given a proper notice of intention to resign or is laid off.

E. For the purpose of computing vacation time earned in terms of hours, a working day is defined as eight (8) hours.

ARTICLE 19- SICK LEAVE

All full-time Police Dispatchers shall receive sick leave which may be used when an employee is unable to work due to illness or bodily injury in the following manner:

A. After six (6) months of service, sick leave shall be earned up to five (5) paid days. Sick leave granted under this section shall be cumulative as set forth in this Article.

B. After one (1) year of service, sick leave of ten (10) days may be granted in any single calendar year period. Sick leave granted under this section shall be cumulative as set forth in this section.

C. After two (2) years of service, sick leave of twenty (20) days may be granted in

any calendar year period. Sick leave granted under this section shall be cumulative as set forth in this Article.

D. Sick leave granted under the aforementioned Article shall be cumulative and may be used as additional sick leave. Sick leave remaining for each employee for the last five (5) years of employment with the Borough prior to 1989 shall also be accumulated and may be used as additional sick leave. Each employee may accumulate no more than one hundred sixty (160) days.

E. Use of sick leave for any other purpose shall subject the employee to loss of pay and further disciplinary action as set forth in this section.

F. If any employee shall be charged with using sick leave for any other purpose, a three (3) member panel comprised of the Mayor, Council Committee of the employee's department and the Department Head or their alternates, shall give notice to the accused, hold a hearing and render a decision. Said decision may be appealed to Borough Council within fourteen (14) calendar days after the decision of the three (3) member panel. This appeal shall be held and conducted and decided in accordance with Step 3 of the Grievance Procedure. The decision of Borough Council may be appealed in accordance with Step 4 of the Grievance Procedure.

G. All employees off for three (3) days or more because of illness shall be required to furnish a doctor's certificate prior to returning to work.

ARTICLE 20- HEALTH AND WELFARE

A. It is hereby agreed and understood by and between the parties that the Borough shall provide Cigna Health Benefits (including full family coverage and major medical, surgical and dental), or equivalent, for each officer and his/her family. Also, a Life Insurance Policy shall be provided for each officer.

B. It is further agreed and understood by and between the parties that the Borough shall provide a five dollar (\$5.00) co-payment prescription plan for generic and a ten dollar (\$10.00) co-payment for non-generic for the employee and his/her family.

C. It is further agreed and understood by and between the parties that the health benefit plan shall have a deductible of one hundred dollars (\$100.00) for single and two hundred dollars (\$200.00) for family coverage and that prescription plan payments shall count against the deductible. Once the deductible level is reached, a form shall be filled for reimbursement of monies spent, including those spent for prescriptions.

D. It is further agreed and understood by and between the parties that the Borough shall provide all of the above benefits for an officer and/or his/her spouse and children up to the age twenty-three (23) years, if in college, and eighteen (18) years, if not in

college, provided that the officer has retired due to a work related injury or the officer died as a result of a work related circumstance. The coverage set forth shall be provided from a period commencing eighteen (18) months from the date of retirement or the date of death, as the case may be.

E. Vision Card- Each employee who, as a regular part of his/her job uses the computer screen, shall receive one hundred and fifty dollars (\$150.00) per year as vision care. The Borough shall reimburse the employee only for vision care and glasses up to one hundred and fifty dollars (\$150.00) per person, per year. Employees shall be responsible to provide accurate receipts and other reasonable documentation required by the Borough prior to receiving payment.

F. It is further agreed and understood by and between the parties hereto that this paragraph regarding health benefits shall be effective only for the years 1995 and 1996. The parties agree that immediately upon signing this Agreement they shall commence negotiations for the health benefits to be provided by the Borough for the year 1997. This Agreement to reopen an issue shall apply only to this Section of the Agreement.

ARTICLE 21- BEREAVEMENT LEAVE

Each officer will be fully compensated according to his/her individual salary schedule in the event of a death in his/her family as follows:

- a. Three (3) working days may be granted if there is a death in the officer's immediate family which is understood to include, husband, wife, child, sister, mother, father, mother-in-law, father-in-law or brother.
- b. One (1) working day for all other members of the officer's family including grandparents, uncles, aunts and first cousins.
- c. Mayor and Council shall give consideration to an officer covered under the contract who, because of a special circumstance, is in need of extra days beyond those granted herein to attend services and/or related events in the event of a death in the officer's immediate family as set forth in the subparagraph (a) hereof.

ARTICLE 22- JURY DUTY

A. Any regular full-time 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 the difference between his/her daily base rate of pay (up to a maximum of the normal number of hours per day) and the daily jury fee subject to the following conditions:

1. The employee must notify his/her supervisor upon receipt of a summons for jury service.

2. The employee has not voluntarily sought jury service and has requested exemption from service.
3. No employee is attending jury duty during vacation and/or other time off from Borough employment.
4. The employee submits adequate proof of the time served on the jury and the amount received for such service.

B. If on any given day an employee attending jury duty is released by the Court prior to the middle of the employee's shift, the employee shall be required to return to work within one (1) hour of being released in order to receive pay for that day.

ARTICLE 23- MILITARY LEAVE

Military leave shall be granted in accordance with New Jersey Statutes.

ARTICLE 24- SAFETY AND HEALTH

A. The Borough shall, at all times, maintain safe and healthful working conditions and will provide employees with any wearing apparel, tools or devices reasonably necessary in order to insure safety and health.

B. In the case of an emergency affecting employees covered by this Agreement, as declared by the local police authorities, it shall be the Borough's duty to notify all Union, as soon as possible, with respect to an appropriate course of action.

C. Full Time Police Dispatchers. All present and new employees hired under this Agreement shall be annually issued the full amount of initial uniforms as required under the present departmental regulations. This shall include three (3) skirts or three (3) pairs of pants, three (3) summer and three (3) winter shirts and patches, badges and ties as necessary. The Borough shall pay two hundred dollars (\$200.00) per year allowance for cleaning and maintenance of all uniforms.

ARTICLE 25- MILEAGE

All full-time Police Dispatchers shall receive mileage at the rate of twenty cents (20¢) per mile for use of their private vehicles on Borough business.

ARTICLE 26- NOTICE OF LAYOFF AND RECALL

A. The Borough agrees to give permanent employee forty-five (45) days notice of layoff and recall.

B. The Borough agrees to give all other employees fifteen (15) days notice of layoff and recall.

C. The Borough agrees that all notices of layoff and/or recall shall be in writing with copies of said notice going to the affected employee, the Union and the Shop Steward.

D. If the Borough fails to give the required notice of layoff, the Borough agrees to pay the employee his wages for the period of the required notice.

ARTICLE 27- RESIGNATION

A. If an employee gives two (2) weeks notice when he intends to resign, he shall be paid for any accrued vacation time, pro-rated for the current year.

B. If the employee does not give the proper two (2) weeks notice of his intention to resign, s/he automatically forfeits any entitlement under Section A above.

ARTICLE 28- 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 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 29- FULLY BARGAINED PROVISIONS

A. This Agreement incorporates the entire understanding of the parties in all matters which were or could have been the subject of negotiations. During the terms of this Agreement, neither party shall negotiate with respect to any matter unless otherwise stated herein.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties thereto.

ARTICLE 30- DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 1995, and shall remain in effect through and including December 31, 1997 with a reopening date of January 1, 1997, for Health Care Benefits. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other give notice, in writing, no sooner than one hundred fifty (150) days or no later than one hundred and twenty (120) days prior to the expiration of this Agreement.

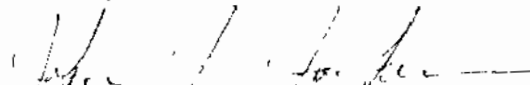
B. This Agreement shall not apply to any persons not employed as full-time Dispatchers at the time of signing of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the
Borough of Westville, New Jersey on the 9th day
of April, 1996.

BOROUGH OF WESTVILLE

BY 

TEAMSTERS LOCAL UNION NO. 676


JOHN J. JACKSON, PRESIDENT AND
EXECUTIVE OFFICER

4 16 96

ATTEST:


CLERK/Administrator