

2135

AGREEMENT
BETWEEN
HOPEWELL TOWNSHIP
AND
TEAMSTERS LOCAL UNION NO. 676

May 10, 1995

**HOPEWELL TOWNSHIP DISPATCHERS' ASSOCIATION
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**HOPEWELL TOWNSHIP AND
HOPEWELL TOWNSHIP DISPATCHERS' ASSOCIATION
FINAL AGREEMENT**

This Final Agreement dated the *15* day of *May*, 1995 by and between Hopewell Township, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township," and the Teamsters Local Union No. 676, affiliated with the International Brotherhood of Teamsters, AFL-CIO, hereinafter referred to as the "Union."

PURPOSE

It is the intent and purpose of the parties hereto to promote harmonious and cooperative relationships subject, however, the paramount right of the public to keep inviolate the guarantee for the healthy, safety and welfare. Unresolved disputes between the Township and the Union are injurious to the public and both parties are therefore aware that adequate means must be established for minimizing them and providing for their resolution. The Township and Union agree that this overall policy may be best accomplished by negotiating in good faith and entering into written agreements evidencing the result of such negotiation and establishing procedures to provide for the protection of the rights of the township, the Employees, and the Union, and to insure to the public orderly and uninterrupted service.

ARTICLE 1
RECOGNITION

The Township hereby recognizes the Union, as the exclusive representative for the purpose of collective bargaining negotiations for all full-time Police Dispatchers of the Township.

This Agreement shall exclude all managerial executives, confidential employees, professional employees and employees in other recognized collective bargaining units of the Township.

Collective bargaining with respect to the rights and duties of the "Township" and "Union," the resolution of legitimate grievances, rates of pay, hours of work, and other terms and conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties. Unless otherwise designated, the Administrator of the Township or his designee(s) and the Business Representative or his designee(s) of the Union shall be the respective bargaining agents for the parties. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

ARTICLE 2
DURATION OF AGREEMENT

This Agreement shall be in full force and effective from January 1, 1995 until Midnight, December 31, 1997.

The parties agree that negotiations for a successor agreement, altering the terms or provisions of this Agreement shall commence on or about August 1, 1997. In the event a successor agreement is not executed before December 31, 1997, this present Agreement will continue in full force until said successor agreement has been executed and become effective between the parties.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1

It is recognized that the management of the Township, the administrative control of its properties and the maintenance of order and efficiency, is an inherent right of the Township. Accordingly, the Township 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 not limited:

1. to select and direct the working forces;
2. to hire, suspend, demote, discipline or discharge employees for just cause;
3. to assign, promote, or transfer employees;
4. to determine the qualifications and conditions for continued employment or assignment;
5. to determine schedules of work and the amount of overtime to be worked;
6. to reduce the working force
7. to decide the number and location of its facilities, stations, etc.;
8. to determine the work to be performed and the amount of supervision necessary;
9. to maintain and repair machinery and equipment;
10. to purchase services of others, contract or otherwise;
11. to make reasonable and binding rules and regulations which shall not be inconsistent with this Agreement and State Law.

Section 2

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

Section 3

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority pursuant to N.J.S.A. 40 and 40A, or any other national, state, county or local laws.

ARTICLE 4

NON-DISCRIMINATION

Section 1

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or union affiliation. Both the Township and the Union shall bear the responsibility for complying with this provision of this Agreement.

Section 2

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3

The Township agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Township or any Township representative, against any employee because of union membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended.

Section 4

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 5

STRIKES OR WORK STOPPAGES

During the life of this Agreement the Union pledges that there shall be no strikes, walkouts, stoppages of work, sitdowns, slowdowns, boycotts, or any other direct interference with the Employer's operation or any violations of law. In the event of any breach of this clause, the Employer shall have the right to institute a suit in the appropriate court, for damages and/or injunctive relief, without regard to and without having to invoke, proceed under or abide by any provision or arbitration as hereinafter provided.

ARTICLE 6

UNION BUSINESS

Section 1

The Union may designate officers whose names shall be furnished to the Township Administrator, in writing. Union Officers will be required to perform normal work duties and any duties in relationship to the Union shall be confined to non-working time. If the Township schedules a meeting with Union Officers during normal work hours, the Officers shall not lose any pay for the time spent in the meeting.

Section 2

A designated Union Officer may be permitted reasonable time to present or process grievances during normal working hours, provided the Union Officer has requested said time from the Chief of Police or designee, the request is reasonable, the time spent will not, in the opinion of the Chief, be disruptive of the Township's operation. The Union Officer will not suffer loss of pay for time so spent where he has obtained the prior permission of the Chief of Police as provided above.

Section 3

Union Officers shall have no authority to take strike action or any other action interrupting the Township's business. The Township in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event Union Officers take unauthorized strike action, slow-downs or work stoppage in violation of this Agreement.

Section 4

Union Officers shall not give orders to other employees nor countermand orders of management. Further, they shall not be the sole judge in determining whether there is unsafe or unsanitary conditions existing. However, the Business Representative shall have the right to investigate and determine along with management, disputes regarding unsafe or unsanitary conditions.

ARTICLE 7

ACCESS TO PREMISES

Upon notice to the Township Administrator, Chief of Police or his designee, authorized agents of the Union shall have access to the Township premises at any time during working hours for the purpose of adjusting disputes, investigating working conditions and collecting dues.

Access of said Union Official shall be subject to reasonable time and place limitations, and shall in no case interfere with or impede Township business activities being conducted on or around municipally-owned facilities, or disrupt the work of employees.

ARTICLE 8

DUES CHECK OFF

Section 1

The Township, upon being authorized voluntarily and in writing by an employee subject to this Agreement, shall deduct from compensation paid to the employee dues for Union membership in compliance with N.J.S.A. 52: 14-15.9e, as amended.

A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and approved by the Township, during the month following the filing of such card with the Township.

Section 2

The Township agrees to deduct from compensation paid to employees subject to this Agreement, but not members of the Union, a representation fee in lieu of dues for services rendered by the majority representation in an amount equal to eighty-five (85%) percent of the regular union membership dues, fees and assessments as certified to the Township by the Union.

The Union may revise its certification of the amount of the representation fee upon 30 days notice reflecting changes in the regular union membership dues, fees and assessments.

The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees covered by this Agreement. The collection of such representation fee, the use of such representation fee and appeal of such fee in regard to this Agreement shall be governed by NJSA 34:13A-5.5 through 34:13A-5.8.

Section 3

Deductions for membership dues will be made from the first payroll period of each month and shall be applicable to the dues for that month only. All deductions of Union membership dues shall be paid to an official designated by the Union.

Section 4

The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms or liability that shall arise out of or by reason of any action taken in making deductions and remitting same to the Union. In consideration for the Township action in implementing Agency Shop (p.L. 1979, C.407, amending N.J.S.A. 34:13A-5 et seq. the Union agrees to reimburse the Township for court costs, fees and judgments incident to suits or other forms of liability that may be incurred by the Township that shall arise out of any check-off deductions.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 1

The purpose of this Article is to provide an orderly settlement of any grievance, as herein defined. The term "grievance" as used herein is a claim that an employee has suffered a loss or injury arising over the interpretation, application or alleged violation of the express terms of this agreement.

Section 2

A grievance shall be filed in writing and be processed in accordance with the following:

Step 1: The employee, through his union representative, shall take up the grievance with the Chief of Police within five (5) working days of the date of the alleged violation. If the grievance is not taken up in accordance with this provision within five (5) working days of its occurrence, it shall be deemed abandoned. The Chief of Police shall attempt to settle the matter and shall respond to the union representative within five (5) working days.

Step 2: If the grievance has not been settled, it may be presented in writing to the Township Administrator within five (5) days after the Chief of Police's response is due. If the grievance is not presented in writing in accordance with this stipulation within five (5) days, it shall be deemed abandoned. The Township Administrator shall respond to the union representative in writing within ten (10) working days.

Step 3: If the grievance still remain unsettled, it may be presented to the Township Committee, in writing, within five (5) days after the response by the Township Administrator is due. If the grievance is not presented, in writing, in accordance with this stipulation within five (5) days, it shall be deemed abandoned. The Township Committee may meet with the Union Representative to discuss said grievance and if said meeting is held it shall be held within thirty (30) days after the filing of the same with the Township Committee. If a meeting is held, the decision of the Township Committee shall be rendered within ten (10) working days of the meeting or within thirty (30) working days if there is no meeting. The decision of the Township Committee shall be final and binding.

Section 3

If a grievance is not appealed by the Union from one step to the next step within the time limits specified for each step, or as mutually extended, the grievance shall be considered settled on the basis of the last decision of the Township.

Section 4

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and designated or selected representatives heretofore referred to in this Article.

A permanent record shall be kept of all proceedings in a manner that is agreeable to both parties. Except as noted in Section 3, all costs of each step of the grievance procedure shall be equally borne by the Township and the Union.

ARTICLE 10

PROBATIONARY PERIOD

All employees, prior to becoming a regular employee with the Township shall serve a probationary of one (1) year. During the probationary period an employee shall serve at will, and may be terminated with or without cause.

ARTICLE 11

SENIORITY

Section 1

Seniority is defined as an employee's accumulated length of continuous service with the Township, computed from the most recent date of hire and an employee's length of service shall not be reduced by time lost due to absence for bonafide illness or injury certified by a physician, or by an approved leave of absence. The Township shall maintain and annually post an accurate, up-to-date seniority list showing each employee's date of hire, and position classification, and shall furnish one (1) copy to the Union upon request.

Section 2

If the Township establishes different starting times for employees in the same job classification, the senior person, if qualified in the classification, shall have the choice.

Section 3

Newly appointed probationary employees shall have no seniority and shall not be eligible for seniority under the terms of this agreement until they have completed the probation period. Once an employee has completed the probation period, seniority reverts to the employees date of hire and shall accumulate until that employee resigns, is discharged or retires.

Section 4

Inability to perform work because of proven illness or injury shall not result in the loss of seniority rights.

ARTICLE 12

SICK LEAVE

Section 1

As used in this section, the term "sick leave" means paid leave that may be granted to each Township employee who through sickness or injury becomes incapacitated and/or unable to perform the duties of his position. Part-time employees are not eligible for sick leave.

Section 2

During the first year of service, Sick Leave entitlement shall be 12 days accrued as follows:

Month of Hire	Annual Leave Earned
January - March	100%
April - June	75%
July - September	50%
October - December	25%

Section 3

Beginning January 1st following the date of hire each regular full-time employee shall accumulate sick leave at the rate of twelve (12) sick days per year. Sick leave days shall continue to accrue while an employee is on any leave with pay. Sick leave shall not accrue while an employee is on any leave without pay. Sick leave will not be allowed for any day on which an employee would not have regularly worked.

Section 4

Each regular full-time employee shall have any unused sick leave days accumulated. Accumulated sick leave shall be reduced by one (1) day for each working day of approved absence due to illness. If an employee becomes ill after four (4) hours of work, said employee shall be paid for the entire day as a regular day worked. If an employee becomes ill before four (4) hours of work, said employee shall be charged with a sick day. Employees shall be given a written accounting of accumulated sick leave days on or about February 1st of each year.

Section 5

With the approval of the Chief of Police, emergency sick leave may be taken for a period not exceeding five (5) days per year in the event a member of the employee's immediate family becomes seriously ill. The term "immediate family" for the purpose of this subsection shall mean the employee's spouse, child, parent, brother or sister.

Section 6

Sick leave may be taken in excess of the amount then accumulated, but not in excess of the total amount which would be accumulated at the end of the calendar year. Such usage of anticipated sick leave will be dependent on the employee's previous sick leave record and must be approved by the Chief of Police and the Administrator. If an employee leaves the Township for any reason whatsoever, he shall reimburse the Township for sick leave used but unearned, which amount may be deducted from his final pay.

Section 7

To receive compensation for sick leave an employee must notify the Chief of Police or his designee prior to the scheduled starting time of the day in question. A certificate of inability to work by reason of illness by a licensed medical practitioner, examination by the Township Physician, and such other evidence of inability to work as the Chief of Police shall deem necessary may be required as evidence of illness before compensation for the period of illness is allowed.

Section 8

When an employee has been absent for five (5) consecutive working days or longer because of illness, he may be required to report to the Township Physician before returning to work. The Township Physician shall make a report of the illness and determine if the employee is medically fit to return to work. The Chief of Police will not authorize an employee's return without authorization of the Township Physician. The Township shall pay the cost of the examination. At the discretion of the Chief of Police, a report from the employee's attending physician may be accepted as a valid return to work authorization.

Section 9

If an employee is absent from work due to illness or injury, either the day prior to or the day after a holiday, a doctor's excuse may be required upon his return to work when the Township suspects abuse of the sick leave privilege. If such certificate is not presented, the employee will not receive pay for either the sick day or the holiday.

Section 10

Upon retirement an employee will receive payment for fifty (50) percent of the accumulated sick leave based upon the annual record he receives each year by February 1 or \$5,000 whichever is less. The payment shall be based on the employee's current hourly rate at retirement. This benefit will be available only to Township employees eligible to retire with benefits under the provisions of the Public Employees Retirement System and shall not apply to employees who retire prior to that time for any reason.

Section 11

Notwithstanding the provisions of Section 7 of this Article, after a total of five (5) sick days have been used, which have not been documented by a physician, the employee may be required to present a doctor's certification for illness or injury for each and every subsequent sick day taken before being allowed to return to work. Absent such doctor's certification, the employee will not be paid for the sick time taken. The cost of obtaining the physician's certificate will be borne by the employee.

ARTICLE 13

INJURY LEAVE

Section 1

Each regular full-time employee who is unable to work as a result of an injury arising out of and in the course of his employment with the Township, shall receive his full salary for a period not to exceed twelve (12) months following the date of injury. Such salary shall be paid in accordance with the Township's standard pay schedule.

Section 2

In the event that an injured employee receives temporary disability under worker's compensation during the course of the aforementioned twelve (12) month period, the employee shall endorse said draft payable to the Township of Hopewell solely and is to tender said draft to the Treasurer of the Township. Said tender of draft to the Township will be in way of reimbursement toward payment of the injured employee's full salary during the course of the twelve (12) month period. It is intended hereby that no employee shall receive more than his full salary during the twelve (12) month period because of an injury arising out of and in the course of his employment.

Section 3

After twelve (12) months from the date of the injury, the employee shall use any accumulated sick leave for any time beyond the twelve (12) months for each day of absence beyond the twelve (12) month period. Sick leave and annual leave shall continue to accrue during the twelve (12) month period and shall cease to accrue while an employee is receiving worker's compensation benefits only.

ARTICLE 14

BEREAVEMENT LEAVE

Section 1

Each regular full-time employee shall be permitted up to three (3) consecutive work days with pay for purposes of attending to the arrangement of a funeral and/or attendance at the funeral of the employee's immediate family member.

The term immediate family shall include the following:

Spouse	Sister	Grandchildren	Step-children
Child	Father-in-law	Step parents	
Parent	Mother-in-law	Step-grandparents	
Brother	Grandparents	Step-grandchildren	

Section 2

It is intended that the above payment be made for such period only that the employee would actually have been working so that an employee will either receive the death benefits hereunder or holiday pay, military pay, jury duty pay, or disability benefit as the case may be, but not both.

Section 3

When a death occurs to a full-time employee's relative, not considered as immediate family, the Township Administrator may grant, upon request, time off without pay or the use of available personal leave.

ARTICLE 15

JURY DUTY AND WITNESS LEAVE

A regular full-time employee shall be granted necessary time off with pay when summoned to perform jury duty as prescribed by applicable law. In no event shall an employee be excused from work for more days than those required for such duty. The employee shall notify the Chief of Police or his designee immediately of the requirement for this leave and subsequently furnish evidence that the jury duty was performed. Any employee called for jury duty shall be required to return to work when not actively serving on a jury, or when released prior to 12:00 P.M.

ARTICLE 16

MILITARY LEAVE

A regular employee who enters upon active duty with the military or naval services in time of war or emergency, as declared by the Congress of the United States, shall be granted a leave of absence in accordance with New Jersey State and Federal Laws.

ARTICLE 17

DISCIPLINE

Section 1

Disciplinary actions shall follow the procedures outlined in the Hopewell Township Police Rules & Regulations, as amended.

ARTICLE 18

WORK SCHEDULE

Section 1

The regular work day shall be eight (8) hours and the regular work year shall be January 1 through December 31 consisting of 2080 hours for pay purposes. The parties recognize that the work year may involve more than 2080 hours, and that the number of hours is used only to calculate hourly wages.

Section 2

It is recognized that the determination of work schedules and assignment of employees to said schedules are the prerogative of the Chief of Police or his designee. The work week shall vary, depending on the schedule instituted by the Chief of Police. The Chief of Police or his designee shall arrange reasonable work hours for employees so that they are available to the public at all times. Under normal working conditions, employee shall have five (5) calendar days notice of any change in work schedules or assignments.

Section 3

The normal work day shall include one (1) fifteen (15) minute paid break in the first half of the shift and one (1) fifteen (15) minute break in the second half of the shift so long as the employee's positions are covered.

ARTICLE 19

OVERTIME

Section 1

Overtime is defined as any time in excess of forty (40) hours during any regular work period spent by an employee who is authorized, directed, or required to work longer than his regular shift and who received approval for such work.

Section 2

Whenever an employee shall take one or more annual leave or sick days during a regular work period, then the forty (40) hours shall be diminished by eight (8) hours for each day of annual leave or sick leave taken during that regular work period for the purposes of determining when overtime commences. The forty (40) hours shall also be reduced by any unauthorized absences.

Section 3

Overtime shall be calculated beginning thirty (30) minutes after the completion of the normal working shift. In the event that the employee is required to remain at his duty beyond the completion of his regular shift, the overtime period shall commence at the end of the scheduled work shift and run through the completion of the aforesaid duty.

Section 4

The rate of overtime shall be at one and one-half times the employee's hourly rate and shall be computed and paid on the pay date which shall fall immediately after the completion of each pay period. The hourly rate shall be computed by dividing the employee's annual salary by 2080 hours. There shall be no pyramiding of overtime.

Section 5

Any employee who is required to report to work during periods in addition to a regularly scheduled shift shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay for such hours worked and be guaranteed not less than four (4) hours pay at the overtime rate unless the additional hours are contiguous to the normal work day. If said hours worked are contiguous to the normal work day, then pay at the overtime rate will be granted only for the actual hours worked in addition to the regular work day. The Chief of Police or his designee may at his option require an employee to work the full four (4) hours regardless of the time required to complete the original task, unless the employee waives his right to the balance of the call back period.

Section 6

Notwithstanding the aforesaid provisions, the Township reserves its rights to compel any employee to perform overtime work and to require that employee to stay on the job for the number of hours directed absent a valid medical or other authorized reason.

ARTICLE 20

COURT TIME

Section 1

Employees required to testify or appear in any Court, not during a regular work schedule, relating to matters resulting out of the performance of his duties, shall be compensated at a rate of one and one-half (1½) times the regular rate of pay, and shall receive a minimum of four (4) hours compensation subject to the productive work requirement of Article 19, Section 5.

Section 2

An employee required to testify or appear in any Court on a job-related matter during a regularly scheduled shift shall be considered to be on assignment as part of the regular shift.

ARTICLE 21

PERSONAL LEAVE

Section 1

Each regular full-time employee shall be entitled to three (3) personal days of absence with pay in each calendar year. During the first calendar year of employment, personal leave shall be earned at one (1) day for each four (4) months worked. Personal leave may be taken in minimum increments of four (4) hours. Temporary employees and part-time employees are not eligible for personal leave.

Section 2

Unused personal days shall, at the end of the calendar year, be credited as accumulated sick leave but shall not accumulate as personal leave. Employees will not be paid for any unused personal leave upon termination or retirement.

Section 3

Requests for personal leave must be approved forty-eight (48) hours in advance if possible by the Chief of Police or his designee except in the case of a bona fide emergency. Said request shall be granted, at the discretion of the Chief of Police, or his designee, so long as the employee's absence can be granted without interference with the proper conduct of the Department.

Section 4

If an emergency requires calling into work of an employee from a scheduled and approved personal leave day, or if the employee voluntarily makes himself available for work during an emergency on a scheduled and approved personal leave day, then in that event, his personal leave day shall be re-scheduled.

Section 5

The Township reserves the right to limit personal leave on any given day. In the case of multiple requests for personal leave, they shall be considered based on seniority.

ARTICLE 22

ANNUAL LEAVE

Section 1

Annual leave shall be defined as that time an employee has specifically requested and which has been properly authorized by the Township Administrator, and taken by the employee for which accumulated vacation leave is reduced. An employee's entitlement to earned Annual Leave is based on the number of complete calendar years of employment defined as a year in which an employee works a regular schedule from January 1 through December 31.

Section 2

During the first year of service, Annual Leave entitlement shall be 23 days accrued as follows:

<u>Month of Hire</u>	<u>Annual Leave Earned</u>
January - March	100%
April - June	75%
July - September	50%
October - December	25%

New employees shall be eligible to take annual leave during probation; however, if said employee does not successfully complete six (6) months of the probationary period, the Township shall be reimbursed for any annual leave used.

Section 3

Beginning with the January 1st next following the date of hire the annual leave entitlement shall be:

First (1) full calendar year thru the fourth (4) full calendar year	24 days
Fifth (5) full calendar year thru the tenth (10) full calendar year	27 days
Eleventh (11) full calendar year thru the fifteenth (15) full calendar year	30 days
Sixteenth (16) full calendar year thru the twentieth (20) full calendar year	33 days
In the twenty-first (21) full calendar year	36 days

Employees shall receive one (1) additional annual leave day for each full calendar year of service beyond twenty-one (21) years up to a maximum of 38 annual leave days.

Section 4

It is understood that annual leave shall be accrued on a monthly basis. In the event an employee is separated from Township service after having utilized unearned annual leave, the dollar equivalent of such unearned leave shall be deducted from the employee's final pay.

Section 5

Annual leave shall be required to be taken in the year earned and no more than fifteen (15) days of accrued annual leave may be accumulated and carried forward into the next calendar year. All requests to carry annual leave into the next calendar year shall be approved by the Administrator. Any annual leave not used and not approved to be carried forward into the next calendar year will be lost.

Section 6

Employees shall submit annual leave requests in accordance with departmental policy. Preference for annual leave time shall be given solely on the basis of seniority within the Dispatcher Unit. The Township reserves the right to deny annual leave requests based upon the working needs of the Township. Once annual leave has been approved, it will not be cancelled without good cause. In the event the Township must cancel an annual leave period previously approved, the employee shall be permitted to reschedule the annual leave or carry over the annual leave into the next calendar year.

Section 7

It is recognized that the scheduling of annual leave is a management prerogative. In accordance with such recognition, annual leave shall be scheduled by the Chief of Police and taken in workweek blocks as often as possible to maintain efficiency and smooth operation of the Department.

Section 8

An employee who is retiring or who is otherwise separated in good standing shall be entitled to any unused and earned vacation to the date of separation. An employee who dies shall have any accrued annual leave paid to his estate.

Section 9

It is understood that annual leave represents a combination of holidays and vacation leave granted to each employee. In the event that the Township declares any additional legal holidays for other municipal employees, these additional holidays will be added to the annual leave days granted under this agreement.

ARTICLE 23

MATERNITY LEAVE

Regular employees shall be entitled to Maternity Leave in accordance with the New Jersey Family Act.

ARTICLE 24
LEAVES OF ABSENCE

Section 1

Any regular employee desiring leave without pay for an extended period of time for personal reasons shall make a request in writing to the Chief of Police not less than four (4) weeks in advance of the date for which such leave is desired, stating the reasons for the leave and the time requested. Leaves may be granted or denied at the discretion of the Township Administrator who shall review all recommendations for leaves of absence as submitted to the Chief of Police. A leave of absence exceeding six (6) months may only be applied for after all other leave time has been exhausted, and is not intended to extend vacation, sick or personal leave. Employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave, or failure to return promptly at the expiration of the leave, shall be considered reason for discharge. Leaves shall be granted or denied in writing.

Section 2

Any Township paid medical benefits will terminate after thirty (30) calendar days of any unpaid leave of absence. Upon termination of these benefits, the employee will be eligible to participate in the Township's group insurance plan in accordance with the provisions of COBRA.

Section 3

An employee returning from an authorized leave of absence as set forth above will be restored to his/her original classification at the then appropriate rate of pay, with no loss of seniority, provided, however, that sick leave, vacation leave and seniority credits shall not accrue for the period of time involving the leave of absence.

ARTICLE 25

WAGES

Section 1

Employees hired after January 1, 1995 and covered under the terms and conditions of this contract shall receive annual salaries based on completed years of service with the Township in accordance with the following schedule:

Date of hire	22,000
After 1 year	24,000
After 2 years	26,000

Salary adjustments in accordance with this schedule shall be made on the respective anniversary dates of hire.

Section 2

Current employees whose salaries have increased on January 1, 1995 as a result of advancing on a step shall be considered to have received a salary increase for 1995. These employees shall receive annual salaries based on completed years of service after January 1, 1996 in accordance with the following schedule:

After 2 years	\$28,400
After 3 years	\$29,600

Salary adjustments in accordance with this schedule shall be made on the respective anniversary dates of hire.

Section 3

Current employees who have reached the maximum salary for police dispatcher under the previous agreement dated June 21, 1993 shall receive annual salaries in accordance with the following schedule:

1995	\$34,280
1996	\$35,650
1997	\$37,075

These salary adjustments shall be made on January 1 each year.

ARTICLE 26

LONGEVITY

Section 1

All regular full-time employees shall be entitled to an annual longevity payment in accordance with the following schedule:

After 10 years service . . .	\$500
After 15 years service . . .	\$650
After 20 years service . . .	\$800

Section 2

All employees who have completed the above required years of service during any quarter of the calendar year shall have their longevity benefit added to their base wages at the beginning of the next calendar quarter.

Section 3

The longevity benefit shall be included for payroll purposes in the base wages of eligible employees and payable throughout the year during regular pay periods, however, annual pay increases shall be calculated on base salaries, exclusive of the longevity benefit.

ARTICLE 27

HEALTH INSURANCE

Section 1

All regular full-time employees shall continue to receive the current plan of medical, dental, prescription drug and vision care benefits through the term of this Agreement.

Section 2

All full-time employees participating in the medical insurance program may elect to waive all medical insurance coverage. In this event, the Township will pay \$100.00 per month to the employee. Full-time employees electing to waive health care coverage benefits shall only be permitted to re-enroll in said coverages during the time period of February 1 through February 15, and August 1 through August 15 each year with coverage to be effective the 1st day of the following month.

Section 3

The Township reserves the right to change health insurance benefits carriers at its discretion provided any such change will have no appreciable effect on the level of benefits provided to bargaining unit employees. The Township shall notify the Union forty-five (45) days in advance of any change in the carrier.

ARTICLE 28

EDUCATION INCENTIVE

Section 1

For the purpose of encouraging police personnel to continue their education, the Township will reimburse employees fifty percent (50%) of the cost of tuition for enrollment in courses leading to degrees in law enforcement or criminal justice. These approved courses must be recognized law enforcement curriculum such as offered by Trenton State or Rider College.

Section 2

Upon successful completion of the requirements and award of an Associates Degree in law enforcement or criminal justice, the Township will pay a flat annual payment of four hundred dollars (\$400.00). This sum shall be included in the employees' base salary for the purpose of computing overtime rate of pay as mandated by FLSA. This sum shall not be used to compute annual increases on base salary.

Section 3

Upon successful completion of the requirements for and award of a Bachelor Degree in law enforcement or criminal justice the Township will pay a flat annual payment of eight hundred dollars (\$800.00). This sum shall be paid in accordance with the provision outlined in Section 2 above.

Section 4

All courses taken relative to this program must have the prior approval of the Chief of Police to accommodate reimbursement procedures and enable proper scheduling to minimize potential scheduling conflicts.

ARTICLE 29

LAYOFF AND RECALL

Section 1

All regular full-time employees shall be given a thirty (30) working day written notice prior to any layoff. All part-time and probationary employees within the department shall be laid off prior to any regular employees. The Township agrees that employee lay-offs shall be on the basis of seniority.

Section 2

Employees on layoff shall be recalled in the inverse order of layoff. Notice of recall shall be made in writing and sent by certified mail to the employee's home address of record. The employee must provide the Township with any address change while waiting for recall.

Section 3

The Township will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position unless such employees on recall refuse to accept such employment. The recalled employee must report for reinstatement within fourteen (14) days after notice. If the employee does not so report, the right to recall shall be forfeited. In all circumstances, recall rights shall be terminated one (1) year from the date of layoff.

Section 4

When an employee is recalled from layoff and reinstated, the employee is considered to have continuous service credit for computation of future earned benefits, however, the total period of continuous service shall not include the length of the period of the employee's layoff.

ARTICLE 30

TRAVEL ALLOWANCE

The Township agrees to reimburse employees for the use of personal vehicles in connection with official travel. The mileage allowance rate will be twenty-six cents (26¢) per mile. Reimbursement shall be subject to procedures, rules and regulations promulgated by the Chief of Police.

ARTICLE 31

UNIFORMS

Section 1

All uniforms and equipment shall be supplied and replaced for all employees by the Township at no expense to the employee as set forth in General Order 22 dated January 28, 1981.

Section 2

The base uniform replacement costs shall be four hundred twenty-five dollars (\$425.00) in 1995, four hundred twenty-five dollars (\$425.00) in 1996 and four hundred fifty dollars (\$450.00) in 1997. Payment of the uniform allowance shall be made on or before June 1 of each year.

Section 3

All cleaning, maintenance and repair of uniforms and equipment shall be supplied by the Township at no expense to the employee.

ARTICLE 32

BULLETIN BOARDS

The Township agrees to allow the Union to post notices, relating to Union meetings and official business only, on the bulletin board presently available in the Police Department.

The Union agrees to limit its posting of notices and bulletins to such bulletin board.

All bulletins or notices shall be signed by a local Union Officer or his designee.

ARTICLE 33

TRAINING

In addition to State mandated training, the Township reserves the right to require employees to attend work-related courses or seminars. The Township will pay the cost of such additional training.

ARTICLE 34
RESIGNATION

Section 1

Any employee who fails to return to his duties within three (3) days after the expiration date of an authorized leave period without notifying the Department Head may be considered by the Township as having resigned without notice and not in good standing, provided that failure to give notice was not caused by unavoidable circumstances.

ARTICLE 35
PERFORMANCE EVALUATIONS

Section 1

The Township reserves the right to institute an employee performance evaluation system for all employees covered by this contract. The system will include a formal process whereby the employee and his designated supervisor mutually review performance and the goals and work standards appropriate to the job description which shall be the basis for measuring the employee's performance during a rating period.

Section 2

The required signature of the employee on the annual employee assessment review form or any related form shall be acknowledgement but shall not be construed to mean agreement with the content unless such agreement is stated thereon by the employee.

ARTICLE 36

LABOR/MANAGEMENT MEETINGS

It is agreed that representatives of the Township and representatives of the Union may meet from time to time upon request of either party to discuss matters of general interest or concern, or for the purposes of collective bargaining. Any such labor/management meetings shall be held at time and places convenient to both parties.

ARTICLE 37

SEPARABILITY AND SAVING CLAUSE

If any provision of this agreement is subsequently declared by a proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this agreement shall remain in full force and effect.

ARTICLE 38

EFFECT OF AGREEMENT

This Agreement contains the entire understanding of the parties and for all purposes shall be deemed the full and final settlement of all bargainable issues between the Township and the Union.

The parties acknowledge that they have had the opportunity to present and discuss collective bargaining issues and related proposals without prejudice.

During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

By mutual consent only, the parties may enter into negotiations during the term of this agreement for the purpose of amending same. This agreement shall not be modified in whole or in part except by mutual agreement of the parties. Mutually acceptable amendments shall be reduced to writing and submitted for acceptance by both parties.

IN WITNESS WHEREOF, we have hereunder set our hands and seals the date and year first herein above written.

WITNESS:

S/
Robert M. Pellegrino
Administrator

TOWNSHIP OF HOPEWELL

S/
Peter J. Lunetta
Mayor

WITNESS:

S/

FOR THE UNION

S/