

**AGREEMENT**

**BETWEEN**

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

**AND**

**SOUTH RIVER DISPATCHERS ASSOCIATION**

**JANUARY 1, 2009 THROUGH DECEMBER 31, 2011**

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## PREAMBLE & RECOGNITION

A. THIS AGREEMENT, entered into this \_\_\_\_ day of May, 2009, by and between the BOROUGH OF SOUTH RIVER, in the County of Middlesex (hereafter the "Employer" or "Borough") and the SOUTH RIVER DISPATCHERS ASSOCIATION, duly appointed representative (hereafter the "Association"), represents the complete and final understanding on all bargainable issues between the Employer and Association.

B. The Employer hereby recognized the Association as the sole and exclusive bargaining unit of all dispatchers and communications personnel working more than thirty (30) hours per week.

C. 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.

D. This Agreement shall govern all wages, hours and other terms and conditions of employment herein set forth.

ARTICLE II  
MANAGEMENT RIGHTS

- A. 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:
1. 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.
  2. 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.
  3. 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.
  4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees.
  5. To set rates of pay for temporary or seasonal employees.
  6. To suspend, demote or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

7. Nothing contained herein shall prohibit the Borough from contracting out any work.
  8. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.
  9. 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.
- B. 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.
  - C. 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.
  - D. 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 III  
MAINTENANCE OF WORK OPERATIONS

- A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work, or 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 Association agrees that such action would constitute a material breach of the Agreement.
- B. 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 Association member shall entitle the Employer to invoke any of the following alternatives:
  - 1. Withdrawal of dues deduction privileges
  - 2. Such activity shall be deemed grounds for termination of employee or employees.
- C. The Association 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 Association 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 Association order.
- D. 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 Association by its members.

ARTICLE IV  
GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the term 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 Department. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.
- C. 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.
- 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 One: The Association 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 Department Head 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 immediate supervisor or his/her designated representative will answer the grievance in writing within ten (10) workdays of receipt of the written grievance.

Step Two: If the Association wished to appeal the decision of the Department Head, 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. Such decision shall be final and binding upon the parties.

- E. Upon prior notice and authorization of the Chief of Police, the designated Association 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.
- 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 the 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 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:

	Hire after 01/01/94	to	Hire prior 01/01/94
1. Commencement of sixth year to commencement of eleventh year	\$800.		4.0%
2. Commencement of eleventh year to commencement of sixteenth year	\$1000.		5.0%
3. Commencement of sixteenth year to commencement of twenty-first year	\$1100.		5.5%
4. Twenty-one years on	\$1200.		6.0%

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

B. Salary Guide

	2009 (3.5%)	2010 (3.5%)	2011 (3.5%)
Hire	\$33,000	\$34,155	\$35,350
After 6 mos.	\$34,320	\$35,521	\$36,765
After 12 mos.	\$35,538	\$36,782	\$38,070
After 18 mos.	\$36,960	\$38,254	\$39,593
After 2 yrs.	\$38,282	\$39,622	\$41,009
After 4 yrs.	\$42,215	\$43,693	\$45,223
After 6 yrs.	\$45,692	\$47,292	\$48,948

ARTICLE VI  
OVERTIME

- A. 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 ½) times the computed hourly rate. Hours of work shall be as defined under FLSA. 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.
- B. 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.
- C. Overtime shall be computed and payment made on the following basis:
  - 1. Fifteen (15) minutes or less – No pay.
  - 2. Sixteen (16) through thirty (30) minutes half (1/2) hour pay.
  - 3. Thirty-one (31) through sixty (60) minutes one (1) hour pay.
  - 4. Time attendance sheets shall be used to determine actual time worked.
- D. 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.
- E. 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.
- F. The Borough reserves the right to assign extra duty based upon reverse seniority.

- G. In the event a dispatcher reports off duty for any legitimate reason, the preceding dispatcher first and then other dispatchers will be offered the overtime prior to police personnel provided, the Police Department was going to incur overtime to fill the vacancy. Such overtime may be split into two (2) four hour segments. The Borough retains the right to hire substitutes and/or floaters to fill the vacancy. 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. Floaters, substitutes and/or part-timers shall not be entitled to any contractual benefits.
- H. Any overtime worked on a holiday will be paid at a rate of double time and a half (2.5).
- I. All banked XTO time will be limited to an 80 hour cap at December 31 of each 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. Up to twenty four (24) hours of XTO may be cashed in, provided that the employee provides written notice of him or her intent to cash out XTO time before November 1 of each year.
- J. XTO shall be based upon on shift manpower availability as determined by the Chief of Police.

ARTICLE VII  
VACATIONS

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

<b>Completed Years Of Service</b>	<b>Amount of Vacation Year of Service</b>
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	10 working days
Three years	12 working days
Five years	15 working days
Seven years	17 working days
Ten years	20 working days
Twelve years	22 working days
Fifteen years	25 working days

B. Employees will not be allowed to carry over accumulated vacation days into the next calendar year without written consent of the Borough Council.

C. Any employee who is on a leave of absence (i.e., injury leave or workman's compensation or unpaid leave) shall have his/her vacation leave for the year prorated for the time absent.

D. Changes in the scheduling of vacations will not be permitted without the prior approval of the Department Head.

E. If, for any reason, an employee's vacation is canceled or not taken as scheduled, the vacation may be rescheduled pending approval of the Department Head.

F. Vacation selection preferences must be submitted no later than February 1 of that year.

G. Each dispatcher shall be entitled to one benefit day off per year for any vacation, personal or birthday or funeral day. In the event that the benefit day utilized shall be for any vacation, personal or birthday, it shall be given subject to manpower availability. In the event that the benefit day is funeral day, it shall be given regardless of manpower availability.

H. Only one dispatcher per day shall be allowed to utilize a benefit day per day for vacation, personal or birthday as set forth in paragraph G, above.

## ARTICLE VIII

### SICK LEAVE

- A. Definition - Sick leave shall mean paid leave that shall be granted to an employee who:
1. 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;
  2. Is quarantined by a physician because the employee has been exposed to a contagious disease;
  3. Has needed to visit a medical professional during municipal business hours;
  4. Has a member of the immediate family (child, spouse, unmarried brother or sister, parent) with an illness which requires the employee to stay home or take the relative to receive medical care.
- B. Amount of Leave - Each employee who is eligible for sick leave shall receive twelve (12) days per annum. Employees may accumulate up to one hundred 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.
2. The employee reporting sick leave shall notify the supervisor.
  - a) Nature of the illness
  - b) The telephone number where the employee may be contacted during sick leave
  - c) 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 denial of the use of sick leave for that absence and may constitute 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.

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.

1. 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.
2. 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.
3. 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.

4. In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.

5. 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.

6. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

7. 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.

8. In the event that an employee is eligible to receive state or federal disability payments, including Social Security, sick leave will be reduced to a rate such that the combination of sick leave and disability payments will equal the employee's normal compensation until sick leave is exhausted. As a prerequisite to receiving any benefits under this Article, an employee will be required to apply for state or federal disability benefits, including Social Security, and to furnish proof of such application to the Borough along with proof of receipt or denial of such benefits.

E. 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:



1. 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.

2. 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.

3. If an emergency necessitates his/her absence. Such emergency shall be reported as soon as possible utilizing the above-described procedure in (1).

4. 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.

5. 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.

6. 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 scheduled work day(s).

7. The sick leave residence restriction shall not apply when sick leave is taken as part of maternity leave.

F. 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.

G. Sick leave verification accumulation and payout at retirement shall be as per local ordinance.

## ARTICLE IX

### FUNERAL LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event shall said leave exceed four (4) calendar days. In the event of the death in the employees extended family, the employee shall be entitled to one (1) paid day off for the day of the funeral.
- B. The "immediate family" shall include only spouse, grandparent, brother, sister, parents, child, father-in-law, or mother-in-law.
- C. The "extended family" shall include an uncle, aunt, nephew, niece, siblings-in-law, cousin of the first degree, spouse's niece, nephew, uncle and aunt.
- D. Reasonable verification of the event may be required by the Borough.
- E. Such bereavement leave is not in addition to any holiday, day off, or compensatory time off falling within the time of the bereavement.
- F. 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.

## ARTICLE X

### INSURANCE

A. The Employer has the right to change insurance carriers or institute a self-insurance program so long as substantially similar level of benefits are provided.

B. Retirees have the option of continuing insurance coverage by paying the Borough the amount of the premium required to continue coverage. It is understood the Borough will provide this benefit contingent upon the insurance carrier permitting same.

C. Following the signing of this Agreement during the next open window period, employees shall be enrolled in the same disability plan as ISRMEA. The Employer's monthly contribution is capped at Six Dollars and Fifty Cents (\$6.50) per month.

D. Effective January 1, 1997, or as soon as possible thereafter as practicable, the prescription co-pay shall be ten dollars (\$10) (brand name) and five dollars (\$5) (generic).

E. In the event that an employee chooses the traditional Blue Cross medical coverage, the employee will pay the difference in cost over an HMO plan.

## ARTICLE XI

### HOLIDAYS

A. 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

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.

B. Any employee who is on leave of absence (i.e., injury leave, Workers' Compensation or unpaid leave) shall not be eligible for paid holidays, which fall during the employee's leave of absence (i.e., injury leave, Worker's Compensation, or unpaid leave).

C. 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

A. Employees who are injured, whether slightly or severely, while working, must make an immediate report within eight (8) hours thereof to the Department Head.

B. 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

- A. Any full-time employee who is a member of the National Guard, naval militia, Air National Guard or a Reserve component of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence with pay for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his/her vacation.
- B. When an employee not on probation has been called to active duty or inducted into the military or naval forces of the United States, he/she shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he/she reports for duty with the Employer within sixty (60) days following his/her honorable discharge from the military service and provided he/she has not voluntarily extended the length of his/her military service.
- C. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his/her recovery so long as the recovery occurs within two (2) years from the date of discharge.

## ARTICLE XIV

### LEAVE OF ABSENCE WITHOUT PAY/MATERNITY LEAVE

A. 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.

B. Maternity Leave. Maternity leave without pay shall be granted for up to six (6) months by the Employer in accordance with the following procedure:

1. 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.

2. 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. 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.

3. 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

A. The Employer and the Association agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin, or political affiliation.

B. The Employer and the Association 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 Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

## ARTICLE XVI

### PROBATIONARY PERIOD

- A. 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 discharge 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.
- B. It is the intention of the Employer, in cooperation with the Association, to start all new employees at the minimum of the salary range for that position.
- C. 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

A. 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

- A. 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:

ITEM

<u>NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1.	Shoes, standard service grade, black	1 pr.
2.	Pants, 5.11 Tactical Pants, Beige	3 pr.
3.	Shirt, short sleeve, 5.11 Tactical, blue, Sewn on patch and dispatchers name	3 ea.
4.	Shirt, long sleeve, 5.11 Tactical, blue, Sewn on patch and dispatchers name	3 ea.
5.	Belt, 1 1/2 to 2 in. width, black, Leather with silver buckle	1 ea.
6.	Coat, winter, navy blue	1 ea.
7.	Jacket, light, windbreaker type, navy blue, nylon	1 ea.
8.	Badges, silver, standard police, inscription "South River Police" and "Communications"	1 set

Said initial outlay of clothing shall be provided by the Borough of South River in accordance with the applicable New Jersey Bidding Statutes. Said clothing is to have specifications prepared by the Governing Body.

- B. The Borough shall pay each Association member the sum of Seven Hundred Seventy-Five Dollars (\$775.00) annually for maintenance and replacement of uniforms, clothing, and equipment. Payment shall be made by the second pay period in June.
- C. 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 (i.e., voucher system).

## 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.

## ARTICLE XX

### ACCESS TO PERSONNEL FILES

A. 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.

B. 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.

C. 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

A. 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.

B. 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

A. All full time employees shall have five (5) paid personal days 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. 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). Personal leave may be used to extend vacations or holidays, with the approval of the employee's supervisor or department head, so long as not more than one (1) personal day is used for this purpose on any one (1) occasion. An employee may not take personal leave and the Employer may compel that employee's attendance in the event of a manpower shortage.

B. All New Employees

New employees shall be credited with one (1) personal day at the conclusion of their first three (3) months of employment, and then one (1) 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 (5) personal days on January 1 of each year.

C. 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.



## 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 Association, 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

A. Effective upon the signing of this Agreement any employee required to work through a supper or other meal hour shall be credited with a meal allowance of Ten Dollars (\$10.00) 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.

B. 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 rate of Twenty Cents (\$0.20) a mile for same.

## ARTICLE XXV

### JURY DUTY

A. 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 the difference between his/her job rate for eight (8) hours and the daily jury duty fee, subject to the following conditions:

1. When jury service is completed prior to 1 p.m., the employee is required to telephone the management's office and report to work if requested.

2. The employee must notify his/her supervisor immediately upon receipt of any communication regarding jury service.

3. No reimbursement of wages will be made for jury services during holidays or vacations. However, vacations may be rescheduled.

4. At the management's request, adequate proof must be presented of time served on a jury and the amount received for such services.

5. An employee who voluntarily seeks jury duty in any manner whatsoever shall not be eligible for payments from the Borough.

## 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.

## ARTICLE XXVII

### DURATION

- A. This Agreement shall be in full force and effect as of January 1, 2009 and remain in effect to and including December 31, 2011 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.
- B. No retroactivity for employed not currently employed by the Borough.
- C. 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.

## 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 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.

## ARTICLE XXIX

### INDEMNIFICATION

The Borough agrees to defend, hold harmless, and indemnify the members of South River Dispatcher's Association from any and all demands, claims, suits, actions, and legal proceedings brought against a member of the South River Dispatcher's Association, 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 South River Dispatcher's Association by first allowing the member an opportunity to select their own attorney in accordance with the maximum rate of \$150.00 per hour plus reasonable and necessary costs. If a member of the South River Dispatcher's Association elects not to select his or her own attorney, the Borough shall appoint an attorney to represent them.

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  
Association

By: Myra Brown  
Myra Brown  
President

Borough of South River

Ray Eppinger  
Ray Eppinger, Mayor

ATTEST:

By: \_\_\_\_\_

ATTEST:

Pat O'Connor  
Pat O'Connor  
Borough Clerk