



AGREEMENT

between

THE BOROUGH OF CARTERET

and

TEAMSTERS LOCAL 97 OF NEW JERSEY

AFL-CIO

Dispatch

EFFECTIVE: JANUARY 1, 2003
EXPIRES: DECEMBER 31, 2005

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AGREEMENT

Agreement entered into by between the Borough of Carteret hereinafter referred to as the ``Borough'' or the ``Employer'' and Teamsters Local 97 of New Jersey, AFL-CIO hereinafter referred to as the ``Union'' or ``Local 97".

The effective date of this Agreement is January 1, 2003 to December 31, 2005

ARTICLE I

UNION RECOGNITION

The Employer recognizes Local 97 as the sole and exclusive representative for the purpose of establishing salaries, wages, hours and other conditions of employment, for all of its full time bargaining unit Police Dispatchers.

ARTICLE II

DUES CHECK-OFF

A. Upon receiving the written voluntary authorization and assignment of an employee Covered by this Agreement (in the form agreed upon between the Employer and the Union and consistent with applicable law), the Employer agrees to deduct membership dues (and initiation fees where applicable),

B. The amount of monthly Union membership dues will be certified by the President or

an International Representative of the Union in writing to the Employer of the Union. A certification which changes the amount of dues shall become effective on the first pay period from which dues are deducted following a twenty (20) day period after such certification is received by the Employer.

C. The Union dues deducted from the employee's pay will be transmitted to the Secretary-Treasurer, Teamsters Local No. 97, 485 Chestnut Street, P.O. Box 3177, Union, New Jersey 07083 by check as soon as practicable after the period in which the deductions were made and will be accompanied by a list showing the names of all employees for whom the deductions were made. A copy of this material will be sent to the Local Treasurer.

D. The Union agrees that it will indemnify and save harmless the Employer against any actions, claims, loss or expenses in any manner resulting from action taken by the Employer at the request of the Union under this Article.

E. The Borough agrees to deduct the fair share fee from the Earnings of those employees who elect not to become members of the Union and to transmit the fee to the majority representative. 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. A copy of the written notice of the fair share assessment must Also be furnished to the New Jersey Public Employment Relations

Commission.

F. The fair share fee for services rendered by the Union shall be in an amount to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

G. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union, as provided for by law. 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.

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relationships, cooperation and understanding between the Borough of Carteret and Local 97, and to ensure sincere bargaining, establish proper standards of salaries, working conditions and hours and other conditions of employment. The continued efficiency and excellence of the Borough of Carteret Telecommunications Operators, hereinafter Police Dispatchers, shall be considered foremost, and at all times, by both parties to this Agreement.

ARTICLE III

DISPATCHER'S RIGHTS

1. Elected representative of Local 97 shall be permitted time off to attend negotiating sessions, grievance sessions and meetings of the Local 97 Management Committee, provided that the efficiency of the Department is not affected thereby.

2. A police dispatcher shall have the right to inspect his/her personnel file, upon reasonable notice and at reasonable time, provided as designated superior office is present at the time of inspection.

The Borough agrees to notify the individual police dispatcher if any material, derogatory to the police dispatcher, is placed in his/her personnel jacket.

C. Duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the dispatchers. These questions may require investigations by superiors. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

(1) The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty.

(2) The Employee shall be informed of the nature of the investigation before any interrogation commences.

Sufficient information to reasonably apprise the employee of the allegations(s) should be provided. If it is known that the employee is being interrogated as a witness only, he/she should also be informed at the initial contact.

(4) The questions shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities; meals, telephone call and rest periods, as are reasonably necessary.

(5) In any verbatim record is made of the interrogation, the employee or his/her representative shall be afforded a copy of said record at the employee's expense. All questions shall remain "ON THE RECORD."

(6) The employee shall not be subjected to any offensive language, nor shall he/she be threatened with transfer, dismissal or other disciplinary reprisals. No promise of reward shall be made as an inducement to answering questions.

(7) In those cases, and in every stage of the preceding where disciplinary action may be taken against the employee as a result of the investigation, the Borough shall afford an opportunity for the employee, if he/she so requests, to consult with counsel and/or his/her Local 97 representative(s) before being questioned.

5. No employee shall be discharge, disciplined, reprimanded or deprived of any other employee advantage with out just cause.

ARTICLE IV

HOURS OF WORK & OVERTIME

1. WORK DAY

A. UNIFORM DIVISION- The workday shall consist of not more than ten (10) consecutive hours in a twenty-four (24) hour period.

2. WORK WEEK

A. UNIFORM DIVISION- The workweek shall consist of four (4) consecutive ten (10) hour workdays on, followed by four (4) consecutive days off.

2. OVERTIME

A. UNIFORM DIVISION- Overtime shall be defined as any work in excess of ten (10) consecutive hours per day, or in excess of four (4) ten hour work days, or in excess of forty (40) hours per week. The dispatchers shall be compensated at one and one-half (1 1/2) times his/her regular rate of pay.

B. Dispatchers shall be given overtime before it is offered to anyone outside the bargaining unit.

4. CALL-IN-TIME

A, In the event that a dispatcher is called in for duty during his/her time off, the dispatcher shall receive one and one-half (1 1/2) times his/her

regular rate of pay for four (4) hours or for all time worked, whichever is greater.

5. HOLIDAY PREMIUM PAY

A. Any employee working a holiday as defined in Article V, Section 1, hereinafter, shall receive, in addition to their regular holiday compensation, the following:

(1) Time and one-half (1 1/2) his/her regular rate of pay for all hours worked, plus an additional day to be taken off at a later date. Said day off shall be designated as a holiday and shall be administered like a vacation day.

(2) Double time and one-half (2 1/2) his/her regular rate of pay for all hours worked, without an additional day off later.

(3) Due to the nature and type of work and scheduling, certain employees must work on holidays as part of his/her regular schedule. As example; anyone regularly scheduled to work New Year's Day, a holiday listed in Article V, would be paid his/her regular day's wages. If an employee were called in on that day, he/she would then be paid the overtime rate described in paragraph one (1) and two (2), above.

5. MATRON DUTIES

Any Dispatcher called in for Matron Duty shall receive \$40.00 per call-in.

1. COURT DUTIES

A. All off-duty court appearances, or any appearance in court related procedures, including, but not limited to preparation of testimony, conferences with lawyers, depositions and the like, shall be compensated at one and on-half (1 1/2) times the dispatchers regular rate of pay for two (2) hours or for all time worked, whichever is greater.

ARTICLE V

SCHOOLING AND SEMINARS

A. All schooling and seminars pertaining to Dispatchers shall be done on a seniority rotation basis.

ARTICLE VI

SENIORITY

A. Seniority is defined as total length of unbroken service from the date of last hire.

1. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfer, assignment of schedules and selection of vacation. In all cases, however, ability to perform the work in a satisfactory manner will be a factor in designating the employee involved.

2. In cases of promotions, seniority shall be a factor in designating the employee involved, provided such employee has the ability to perform the work in a satisfactory manner.

B. An employee shall be deemed a probationary employee following his appointment to a permanent position. Such trial period shall normally be for a duration of one (1) year. After the probationary period, employees shall be classified as permanent employees. An employee may be dismissed without recourse during the probationary period.

B. In the event of layoffs and rehiring, the last person in the job classification effected shall be the first to be laid off, and the last person laid off shall be the first to be recalled in accordance with his seniority in his classification, provided the more senior employee is able to do the available work in a satisfactory manner. The Borough shall provide fifteen (15) working days' notice of a layoff and ten (10) working days' notice of a bump.

C. An employee having broken service with the Employer (as Distinguished from an unauthorized leave of absence), shall not accrue seniority credits for the time he was not employed by the Employer.

E. If a question arises concerning two (2) or more employees, who are hired on the same date, preference shall be given in alphabetical order of the employee's last name.

F. The Employer shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and rate of pay of each employee covered by this agreement, and the

employer shall furnish copies of same to the Union upon reasonable request.

G. Police Dispatchers shall be dovetailed with all Police Officers for the purpose of determining Crew Seniority for time off.

ARTICLE VII

SHIFT BID ASSIGNMENT

1. Each October 15th, shift assignments shall be made pursuant to a seniority based bid system. Standard slips shall be made and given to all affected Police Dispatchers no less than two (2) weeks prior to the commencement date. The Police Dispatchers shall list his/her shift choices, by giving his/her preference to either the 1st, 2nd or 3rd shifts. Assignments shall then be made based upon his/her seniority. These assignments shall then take effect as of January 1st, following the submission date and shall remain in effect until the procedure is repeated the following year.

2. These assignments remain the prerogative of the Chief of Police, which shall be in accordance with controlling statutes. Further more, in order to meet the needs of training and/or specialized abilities, shift assignments may need to be altered in order to meet the bona fide safety needs of the citizens of the Borough of Cantered. In these cases the changes shall be made with timely notice and explanation and shall last until such time as the specific needs have been met, at which

time the affected employee shall be returned to his/her bid shift.

ARTICLE VIII

WAGES & LONGEVITY

1. WAGES

Effective January 1, 2003 - (4%) percent increase
 Effective January 1, 2004 - (3.5%) percent increase
 Effective January 1, 2005 - (3.5%) percent increase

	<u>2003</u>	<u>2004</u>	<u>2005</u>
Step I	\$29,756	\$30,797	\$31,875
Step II	\$30,886	\$31,967	\$33,086
Step III	\$32,740	\$33,885	\$35,071
Step IV	\$35,301	\$36,536	\$37,815
Step V	\$36,400	\$37,674	\$38,993

2. LONGEVITY- In addition to the above salaries, a longevity payment shall be paid, as is hereinafter fixed and determined, with such longevity pay to be deemed as additional compensation, as follows:

5 to 9 years of service:	2%
10 to 14 years of service:	4%
15 to 19 years of service:	8%
20 to 24 years of service:	10%
25 years and thereafter:	12%

1. In addition to the general wage increases and salary guides set forth herein, the parties have agreed to create the classification of Senior Dispatcher, which shall be assigned additional duties including but not limited to, becoming fully trained professionals and certified 911 Operators, as well as training other dispatchers in the operation of the 911 System. The Dispatchers designated as Senior Dispatchers shall be employees with eight (8) years or more of service.

ARTICLE IX

UNIFORM ALLOWANCE

- A. Each Dispatcher shall receive an annual uniform allowance of Seven Hundred Fifty Dollars(\$750.00), which shall be payable in accordance with former practice and procedure. Payment shall be made on or before March 1st.
- B. Effective upon execution of this Agreement, new employees shall receive a clothing allowance of \$300.00.

ARTICLE X

HOLIDAYS & VACATIONS

1. HOLIDAYS- All members of the Police Dispatchers, covered under the Collective Bargaining Agreement, shall receive the following holidays:

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

2. PERSONAL DAY- All members of the Police Dispatchers shall be entitled to leave, with pay, for personal, business or other reasons, for three (3) days annually, subject to the following conditions:
- A. There must be seventy-two (72) hours' notice before consideration for personal day. Forms for such notice shall be provided by the employer.
- B. It must be approved by the officer in charge.

C. That no more than one (1) person per shift is to receive a personal day.

3. VACATIONS:

A. All members of the Police Dispatchers shall receive vacation, which shall coincide (begin and end) with his/her regularly scheduled tour of duty, as follow:

1 st year to end of 4 th year	2 weeks
5 th year to end of 9 th year	3 weeks
10 th year to end of 14 th year	4 weeks
15 th year to end of 19 th year	5 weeks
20 th year and thereafter	6 weeks

B. Vacation days may be taken in the one (1) day increment ten (10) hours with employer's approval.

4. For Uniform Division only, a holiday and a personal day shall be equivalent to ten (10) hour days. Regarding vacation, a week shall be equivalent to forty (40) hours.

5. All Dispatchers shall receive their Birthday off with pay.

ARTICLE XI

HEALTH & WELFARE

1. MEDICAL INSURANCE- The Employer agrees to assume the full cost of family coverage of the Blue Cross and Blue Shield coverage, Rider J coverage and Major Medical coverage that was in full force and effect during the calendar year of 1988. In the alternative, the Employer had the right to undertake a self-insurance program, provided that the coverage offered the employees is equal or better than the coverage provided under the New Jersey Hospital Plan provided during the calendar

year 1988. However, the following modifications shall be implemented as indicated;

A. For 1985 and thereafter, the Medical Emergency coverage levels shall be increased. The X-ray and Laboratory coverage of the Blue Shield portion of the policy shall be increased to four hundred (\$400.00) dollars per occurrence.

B. For 1989, the Major Medical Lifetime limit shall be increased per individual to UNLIMITED.

C. Borough Prescription plan to be given to all Police Dispatchers.

2. LIFE INSURANCE- All members of the Police Dispatchers shall have ten thousand (\$10,000.00) dollars of life insurance coverage, including Death Benefit:, immediately upon being sworn in and assuming the duties of police dispatcher.

3. LIFE INSURANCE UPON RETIREMENT/DISABILITY- Beginning upon retirement or disability, a member of the police dispatchers shall have paid up life insurance coverage of ten thousand (\$10,000.00) dollars.

4. HEALTH INSURANCE UPON RETIREMENT/DISABILITY- The Borough shall assume the cost of health and/or insurance benefits of any employee:

A. Who has retired from the Borough service on a disability pension'

- B. Has retired after 25 years or more of service with the Borough.
 - C. Has retired from Borough service and reached the age of 62 or older, with at least 15 years of service with the Borough.
5. DENTAL INSURANCE- The Borough shall pay ninety percent (90%) of the premiums per employee toward a dental insurance plan for 1989 and thereafter.
6. Effective upon the execution of this Agreement, new employees shall pay 10% of their Health Insurance.

ARTICLE XII

SICK LEAVE

A. All employees under twenty-five (25) years of service shall be entitle to fifteen (15) days sick leave, with pay, per year. Employees over twenty-five (25) years of service shall be entitled to twenty (20) days of sick leave, with pay, per year. Unused sick leave shall be accumulated form one year to the next. A doctor's certificate is required after five (5) days of continuous illness. Employees, who are absent due to illness, shall notify the supervisor as early as possible the day of their illness.

B. Dispatchers shall have the option to buy back eight days sick leave per year.

ARTICLE XIII

ACCUMULATED SICK LEAVE

A. Effective January 1, 1994, Borough Employees hired on

or before December 31,1993, shall be entitled to payment of fifty percent (50%) of accumulated unused sick leave upon retirement to a maximum of fifteen thousand (\$15,000.00) dollars. In the event of an employee's death, fifty percent (50%) of his/her accumulated unused sick leave shall be paid to his/her beneficiary.

B. Effective upon the execution of this Agreement, new employees shall be entitled to payment of fifty(50%) percent of accumulated unused sick leave upon retirement to a maximum of ten thousand (\$10,000) dollars.

ARTICLE XIV

BREAKS AND LUNCH TIME

Dispatchers shall be entitled to two fifteen- minute breaks and a half hour lunch during the course of a workday. In the event that Dispatchers are unable to take their breaks or lunch break, they will not be entitled to any extra pay.

ARTICLE XV

LEGAL AID

1.The Employer shall, at its expense and with prior approval of the Mayor and Council, at the written request of Local 97, with fee approval of the Borough Attorney, provide counsel designated by Local 97 for any member of the Borough Police Dispatchers charged with any dereliction of duty while in the performance of his/her duty, or arising out of same, or charged

with any criminal or quasi-criminal or alleged offenses in or during the performance of duties.

2. The Employer shall reimburse any employee for any counsel fees incurred in the successful defense of a disciplinary hearing.

ARTICLE XVI

LOCAL 97'S RIGHTS

1, FACILITIES

Local 97 can use the Municipal Courtroom for its Union Meetings, based upon availability of said courtroom. Local 97 shall be responsible for the maintenance and cleaning of the courtroom after each of its meetings.

Local 97 shall be allowed a bulletin board in the Police Department, with the cost of said bulletin board being borne by Local 97. Furthermore, Local 97 shall be provided space on the bulletin board in the Police Department employee's lounge, and based upon the availability of space, on the bulletin board located in Borough Hall.

2. EXCLUSIVITY- The rights and privileges of Local 97 and its representatives, granted under this Article, shall be granted only to Local 97 as the exclusive representative of all employees covered by this Agreement.

ARTICLE XVII

BEREAVEMENT LEAVE

1. In case of death in the immediate family of any employee, four (4) days' leave of absence, with pay, shall be granted time off to arrange or attend funeral services.
2. Leave of absence shall mean four (4) continuous days. Immediate family shall be the following: mother, father, spouse, sister, brother, son, daughter, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.
3. These four (4) days not be charged to sick leave benefit of any employee.
4. One day shall be granted, with pay, in case of death of any other relative to arrange or attend funeral services.
5. For Uniform Division only, a bereavement day shall be a ten (10) hour day. For all other employees, a bereavement day shall be a nine (9) hour day,

ARTICLE XVIII

GRIEVANCES

- A. Purpose:
 1. 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 this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of his department supervisor staff.

3. All "grievance" as defined in (B) (1) below, shall contain a proposed solution or remedy which the grievant seeks in order to resolve the grievance. The Employer shall react to the solution or remedy proposed in the grievances.

B. Definition:

1. The term "grievances" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the Township.

A. Steps of the Grievance Procedure:

1. 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:

1. An aggrieved employee shall discuss his grievances with the Union Steward and his/her immediate Supervisor

within five (5) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee, the Union Steward and the Supervisor. Failure to act within said five (5) working days, shall be deemed to constitute an abandonment of the grievance on behalf of the individual.

2. The ^{Dept Head} Supervisor shall attempt to settle the grievance or render a decision within five (5) working days after the grievance has been raised.

Step Two:

1. In the event a satisfactory settlement has not been reached, the grievance shall be reduced to writing by the aggrieved employee and one (1) copy furnished to the Chief of Police and one (1) copy to the Supervisor within five (5) working days following the determination by the Supervisor.

2, The Chief of Police and the Chief Steward shall meet and attempt to resolve the problem within five (5) working days from the time it was presented.

Step Three:

1. In the event the grievance has not been satisfactorily resolved at Step Two, then within five(5) working days following the determination of the Chief of Police, a meeting shall be held between the Grievance Committee of the Union and the representatives of the Borough with the objective of



Borough of Carteret

MIDDLESEX COUNTY

New Jersey

TEL (732) 541-3800

FAX (732) 541-8925

OFFICE OF
KATHLEEN M. BARNEY, RMC/CMC
MUNICIPAL CLERK

61 COOKE AVENUE
CARTERET, NEW JERSEY 07008

DATE: 7-22-03 NUMBER OF PAGES INCLUDING COVER _____

TO: R. Bergen, Esq.

FROM: _____

NUMBER FAXED: (732) 324-7606

COMMENTS: Rob,

We'll be sending the
first 10 pages & then continue
in that fashion. Thy.
Apm

pgs ~~1-10~~
~~11-20~~

IF YOU HAVE ANY PROBLEMS RECEIVING THIS DOCUMENT, PLEASE
CALL 732-541-3800 THANK YOU.

pgs 21-24

finish !!

year !!

settling the grievance after the parties have failed to do so in Step Two.

D. Any employee shall have the right to process his own grievance provided that a representative of the Union is present and provided that any agreement reached with such employee is not violative of this Agreement.

Step Four:

A. If a grievance is not settled by Step Three, such grievance shall, at the request of the Union or Borough, be referred to PERC for the selection of an Arbitrator according to its rules.

B. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall also be bound by applicable Federal and State Laws and cases, and he 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.

A. The costs of the services and expenses of the Arbitrator shall be borne equally between the Borough and the Union. Any other expense incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

B. The Arbitrator shall set forth his findings and facts and reasons for making the award within thirty (30) calendar days after conclusion of the arbitration

hearing, unless agreed to otherwise by the parties. The award of the arbitrator shall be final and binding on the parties.

ARTICLE XIX

MUNICIPAL ORDINANCES

The provisions of municipal ordinances, which affect the terms and conditions of employment for members of the police dispatchers, shall be maintained during the term of the Agreement.

ARTICLE XX

DEPARTMENT OF PERSONNEL

The parties, hereto, stipulate and agree that all members of the Police Dispatchers of the Borough shall be governed by title 4A of the Revised Statutes of New Jersey and Rules and Regulations of the Department of Personnel.

ARTICLE XXI

NO MODIFICATION, EXCEPT IN WRITING

The parties hereby agree that there shall be no valid modification, executed by the City Council, Mayor or Employer's designee, and the President and Secretary of Local 97, subject to the ratification of Local 97 members, for the employees, and by the Borough Council, for the Employer.

ARTICLE XXII

SAVINGS CLAUSE

If any article or section of this Agreement, or any supplement or rider, hereto, shall be held invalid by operation

of law, or by any tribunal of competent jurisdiction, or is in conflict with any applicable federal, state or municipal law, then such article or section shall be suspended and the appropriate provision shall prevail, and the remainder of the Agreement shall not be affected thereby.

ARTICLE XXIII

TERMINATION AND EXTENSION OF AGREEMENT

A. The term of this Agreement shall be from January 1, 2003 through December 31, 2005.

B. In the absence of written notice, no more than sixty (60) days prior to the expiration date by either party, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as the appropriate notice is give prior to the annual expiration date.

ARTICLE XXIV

TERM OF AGREEMENT

It is further mutually agreed between the parties, hereto, that the aforesaid Articles contained in this Agreement, shall become effective immediately upon adoption by the governing body and shall be retroactive to the 1st day of January 1999 and shall continue in effect for four (4) years, or until a further agreement shall be made.

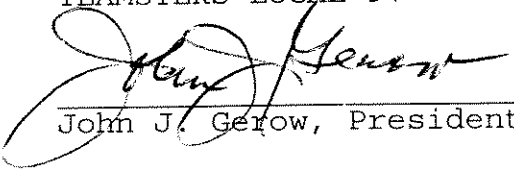
IN WITNESS WHEREOF, the parties hereto have set their hands
and seals on this _____ day of _____ 2003.

BOROUGH OF CARTERET

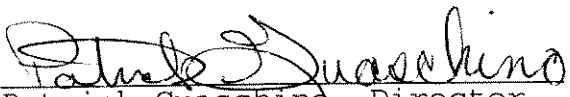
Mayor

Municipal Clerk

TEAMSTERS LOCAL 97



John J. Gerow, President



Patrick Guaschino, Director
Public Employee Sector