

AGREEMENT

BETWEEN

BOROUGH OF WILDWOOD CREST

-AND-

United Independent Union, LOCAL 5
NFIU-LIUNA, AFL-CIO

JANUARY 1, 2005 THROUGH DECEMBER 31, 2008

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PREAMBLE

This Agreement entered into this _____ day of _____, 2005, by and between the Borough of Wildwood Crest, hereinafter called the "Borough" and United Independent Union, LOCAL 5, which local is affiliated with NFIU-LIUNA, AFL-CIO, hereinafter called the "Union" has, as its purpose the promotion of harmonious relations between the Borough and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment; and represents the complete and final understanding on all bargainable issues between the Borough and the Union.

ARTICLE I - RECOGNITION

A. The Employer recognizes the Union as the Bargaining Agent for the purpose of establishing salaries, wages, and other conditions of employment for all sanitation workers (“Certificate of Representative”, Docket No. RO-87-36), which is made a part of this Agreement by reference as if fully set forth or for any other newly created (non-supervisory) positions in the sanitation title series.

B. Temporary employees are hired, assigned, and terminated on an “at will” basis as the needs of the Employer dictate and they shall have no vested rights under the Department of Personnel or this Agreement.

C. The Borough of Wildwood Crest reserves the right to employ permanent or provisional part-time employees. The Borough does agree to commence negotiations, within thirty (30) days of the date from which notice of activation of title occurs, for the terms and conditions of employment if the Borough does decide to hire part-time employees in the future.

ARTICLE II - CHECK-OFF

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for U.I.U. LOCAL 5. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15, 94, as amended, and members shall be eligible to withdraw such authority during July of each year.

B. The aggregate deductions from all employees shall be remitted to the Secretary/Treasurer of the UNION together with the list of the names of all employees for whom the deductions were made by the fifteenth (15) day of the succeeding month after such deductions were made.

C. A check off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Secretary/Treasurer of the Union during the month following the filing of such card with the Borough.

D. If during the life of this agreement there shall be any change in the rate of membership dues, the Local Union shall furnish the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish to the Borough an official notification on the letterhead of the Local Union and signed by the Secretary/Treasurer of the Local Union advising of such changed deductions.

E. The Union will provide the necessary "Check-Off Author-ization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Borough Treasurer.

F. The Union shall indemnify, defend, and save the Borough harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Union or by the Borough in reliance upon the official notification on the Letterhead of the Local Union and signed by the President of the Local Union advising of such changed deduction.

ARTICLE III - AGENCY SHOP

A. 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 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.

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

C. In the monthly report to the Union office specified in paragraph A above, the Borough shall provide, inter alia, the following:

1. An indication of all employees terminating their employment during the previous thirty (30) days.

2. A list of all employees commencing leave of absence during the previous thirty (30) days.

ARTICLE IV - MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself without limitations, 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. To the executive management and administrative control of the Borough government and its properties and facilities and the activities of its employees.
2. To hire all employees and, subject to law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
3. To suspend, demote, discharge, or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, 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.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties, and responsibilities under R.S. 40 and R.S. 11A or any other National, State, County or local laws or ordinances.

ARTICLE V - WORK SCHEDULES, OVERTIME, AND WORKING TEST PERIOD

A. 1. The regular work day for employees shall consist of seven (7) hours per day, thirty-five (35) hours per week, which may be scheduled Monday through Sunday, inclusive. There shall be five (5) days of scheduled work in the work week and two (2) consecutive days off.

2. In the event an employee is required to work overtime, the employee shall receive pay or compensatory time at the rate of time and one-half (1½) for each hour worked over thirty-five (35) in the work week. In no instance will earned compensatory time be permitted to be taken from the period May 15th through September 15th, inclusive.

3. The work day shall be from 7:00 a.m. until 3:00 p.m., with one hour for lunch to be taken at such time as permitted/directed by the Supervisor and two fifteen minute coffee breaks at such time as permitted/directed by the Supervisor. The Borough retains the right to alter the hours of work for all sanitation workers during the seasonal period - during the month of May and terminating in September of each year.

B. In so far as practicable, overtime shall be distributed as equally as possible within the same classification. Overtime will be rotated with the more senior employee being given the opportunity of working overtime, provided the employee has the ability to perform the work required.

C. In compliance with New Jersey Department of Personnel Rules and Regulations (N.J.A.C. 4A:4-5.2), every person hired or appointed on a permanent, full-time basis shall be subject to a working test period during which the employee is on probation in the position to which that employee is hired or appointed for a period of three (3) months. Prior to completion of the working test period, the employee shall be evaluated by the Commissioner of Public Works (or designee) to determine whether the affected employee shall be granted permanent status or dismissed; except that an evaluation shall be performed during the working test period to gauge the performance of the employee and from which the employee shall be given a reasonable period to correct any known or stated deficiencies prior to the conclusion of the said working test period. Upon the failure of the employee to receive a "positive" rating at the conclusion of the working test period, he/she, if dismissed, shall not have recourse through the grievance and arbitration provisions of this agreement.

D. Only time actually worked shall be factored in with overtime computations. For purposes of this Article only, however, holidays and authorized absences for which compensatory time, personal days, and/or vacation days have been charged shall be counted in with actual (total) hours worked for determination of overtime worked.

ARTICLE VI - CALL IN TIME

A. If an employee is recalled to duty, he shall receive a minimum guarantee of two (2) hours compensation at the appropriate overtime rate regardless of the number of hours actually worked.

B. Employee shall have the option of receiving pay or compensatory time in lieu thereof for overtime worked provided an understanding is reached between the Department Head and affected employee(s) on the date the overtime work is scheduled as to how compensation for call in time will be applied.

ARTICLE VII - NO STRIKE PLEDGE

A. The Union covenants and agrees that during the terms of this agreement neither the union nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, sick-out, slow down, walk out or other job action against the Borough. The Union agrees that such action would constitute a material breach of this agreement.

B. In the event of a strike, work stoppage, sick-out, slow down, walk out or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this agreement shall be deemed grounds for termination of employment of such employee or employees.

C. The Union will actively discourage and will take whatever affirmative steps necessary to prevent or terminate any strike, work stoppage, sick-out, walk out or other job action against the Borough. Upon compliance by the Union with this provision, the Borough agrees to hold harmless the Union from and against claims of any damages.

D. Nothing contained in this agreement shall be construed to limit or restrict the rights of the Borough 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 by the Union or its members.

ARTICLE VIII - RATES OF PAY

SANITATION DRIVER

| YEAR = | 2005 | 2006 | 2007 | 2008 |
|--------|--------|--------|--------|--------|
| LEVEL | | | | |
| 7----- | 21,500 | 22,000 | 22,500 | 23,000 |
| 6----- | 21,000 | 21,500 | 22,000 | 22,500 |
| 5----- | 20,500 | 21,000 | 21,500 | 22,000 |
| 4----- | 20,000 | 20,500 | 21,000 | 21,500 |
| 3----- | 19,500 | 20,000 | 20,500 | 21,000 |
| 2----- | 19,000 | 19,500 | 20,000 | 20,500 |
| 1----- | 18,500 | 19,000 | 19,500 | 20,000 |

SANITATION WORKER

| YEAR = | 2005 | 2006 | 2007 | 2008 |
|--------|--------|--------|--------|--------|
| LEVEL | | | | |
| 7----- | 20,000 | 20,500 | 21,000 | 21,500 |
| 6----- | 19,500 | 20,000 | 20,500 | 21,000 |
| 5----- | 19,000 | 19,500 | 20,000 | 20,500 |
| 4----- | 18,500 | 19,000 | 19,500 | 20,000 |
| 3----- | 18,000 | 18,500 | 19,000 | 19,500 |
| 2----- | 17,500 | 18,000 | 18,500 | 19,000 |
| 1----- | 17,000 | 17,500 | 18,000 | 18,500 |

A. Commencing effective January 1, 2005, all employees shall be placed on the grid, depending upon job title, at the closest step which will ensure a salary increase of at least \$1,000. Each year thereafter, employees shall move diagonally thru the grid effective January 1st until reaching level 7.

B. Entry level annual rates of pay for the positions covered by this agreement are set forth at level 1 in each year respectively.

C. All employees not falling within the parameters of either of the above grids shall receive a \$1,000 salary increase commencing on January 1st of the years as follows: 2005, 2006, 2007, and 2008.

D. In lieu of limited promotional opportunities, and for contractual purposes only, sanitation workers who attain ten (10) years of permanent, full-time service with the Borough shall receive a base salary increase of \$500; sanitation drivers who attain ten (10) years of permanent, full-time service with the Borough shall receive a base salary increase of \$750. This provision shall become effective January 1, 2008 and eligibility shall be determined upon the completion of ten (10) years, to commence effective with the next January 1st immediately thereafter.

E. No increase, other than entry level increases, shall be provided until that January 1st after the completion of six (6) months of provisional/permanent full-time employment.

F. When an employee shall be promoted from the position of Sanitation Worker to the position of Sanitation Driver, his/her annual rate of pay shall be increased by FIFTEEN HUNDRED DOLLARS (\$1500.) in recognition of the promotion, said sum to be paid pro-rata for the balance of the calendar year in which the promotion occurs.

ARTICLE IX - PHYSICAL EXAMINATIONS

A. The Borough may require all bargaining unit employees to undertake an annual physical examination at such time as the Borough may deem necessary. If permitted, the employee's health benefits coverage shall provide for the cost of the physical examination or any portion thereof. Otherwise, the Borough shall pay the cost of the physical.

B. The Borough shall have the right to require any bargaining unit employee to obtain the physical examination from a specified physician.

ARTICLE X - HOLIDAYS

A. The following days are recognized as paid holidays with the precise dates for the observance of same to be declared annually by the Board of Commissioners:

- New Years Day
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day
- General Election Day
- Veterans' Day
- Thanksgiving Day
- The Day After Thanksgiving
- Christmas Eve
- Christmas Day

B. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on Sunday shall be celebrated on the following Monday.

C. In addition to the entitled Holidays, an employee shall be eligible for four (4) Personal Days per year. For purposes of conversion, this time shall equate to twenty-eight (28) hours. Said time, if not used in the year earned will be carried over to the next succeeding year only. An employee must give 24 hours prior notice for time requested off, except in the case of an emergency where no advance notice is required. Permission for the use of personal days for periods other than in an emergency situation, will not be withheld unless the department head can show that the Health, Safety and/or Welfare of the Borough would be jeopardized by the employee's absence.

D. Employees scheduled to work or called back to duty on a "recognized" holiday shall receive time and one-half for the hours actually worked.

ARTICLE XI - VACATIONS

A. Employee covered by this contract shall be entitled to the following annual vacation with pay.

1. For the first year of employment, one (1) day for each month of service; twelve (12) working days for the first full calendar year through the completion of five calendar years of employment; fifteen (15) working days commencing with the sixth calendar year of employment through completion of the eleventh calendar year of employment; twenty (20) working days commencing with the twelfth calendar year of employment through the completion of twenty calendar years of employment; twenty-five (25) working days commencing the twenty-first calendar year of employment and for each calendar year thereafter. The proportionate number of vacation hours to be provided to each employee, based upon the

foregoing entitlements, shall be as follows:

| Years of Service | Sanitation Workers |
|------------------|--------------------|
| 1-5----- | 84.0 |
| 6-9----- | 105.0 |
| 10-20----- | 140.0 |
| 21+ ----- | 175.0 |

2. Said employees shall have the right to take all vacation days in that they would be entitled to for the year any time during the year, unless it is determined by the Department Head that the granting of vacation time will adversely affect the operation of the Department, division, or unit.

B. Vacations are to be taken in the year in which they are earned. Where in any calendar year, the vacation leave or any part thereof is not used, such vacation periods shall accumulate and shall be granted during the next succeeding year only. All vacation leave in any given year shall be initially charged against any unused vacation leave from the prior year.

ARTICLE XII - SICK LEAVE

A. Sick Leave for purposes herein is defined to mean absence of any employee from duty because of personal illness which prevents his doing the usual duties of his position, exposure to contagious disease, or short period of emergency attendance upon a member of his immediate family (as defined) who is critically ill and requires the presence of the employee.

B. Immediate family is defined spouse, children, step-children, brother, sister, parents, step-parents, parent-in-law, brother-in-law, sister-in-law, and grandparents and grandchildren of employee or spouse.

C. Employees in the Borough service shall be entitled to the following sick leave with pay:

1. One (1) working day of sick leave with pay for each month of service from the date of permanent or provisional appointment up to and including the end of that calendar year, and fifteen (15) days sick leave with pay annually thereafter. Again, for purposes of conversion, each annual entitlement shall equate to 105.0 hours. If an employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year and he shall be entitled to such accumulated sick leave with pay when needed.

D. If any employee is absent for three (3) consecutive working days for reasons set forth in the above rule, the Borough or their designees may require acceptable medical evidence. When an illness is of a chronic or recurring nature causing occasional absences of one day or less, one proof of illness shall be required for every six (6) month period. The proof of illness must specify the nature of the illness and that it is likely to cause periodic absences from employment. Excluding time charged to sick leave for which a Doctor's certificate has been supplied under the foregoing conditions, the intermittent use of twelve (12) or more sick days in any calendar year shall subject the employee to the submission of acceptable medical evidence for each and every illness or injury thereafter.

E. Any employee who has been absent on sick leave of more than fifteen (15) days in a twelve month period shall be required to submit acceptable medical evidence substantiating the illness or injury.

F. Any employee utilizing sick time on a regularly scheduled work day immediately prior to or immediately subsequent to a holiday specified in Article X of this Agreement shall provide his supervisor with a physician's certificate of illness.

G. Any unused sick leave shall be paid to the employee upon retirement after fifteen (15) years of service, at a maximum of \$17,500.00 in accordance with the provisions of Chapter 46 of the revised code of the Borough of Wildwood Crest.

ARTICLE XIII - BEREAVEMENT LEAVE

A. The employer agrees to grant an employee a funeral leave with full pay when the death occurs in the employee's immediate family.

B. The employee's immediate family, under this article only, is considered to include spouse, children, step-children, brother, sister, parents, step-parents, parent-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, primary caregiver or a non-related person who has resided permanently in the employee's household for at least the last consecutive twelve (12) month period. Adequate proof of residence shall be required in the case of the primary caregiver or non-related person permanently residing in the employee's household.

C. Funeral leave with pay shall be provided for up to three (3) working days, which may commence from the date of death but shall not extend beyond the day following the funeral and/or burial.

D. The employer may request submission of proof.

ARTICLE XIV - JURY DUTY

- A. An employee who is called to jury duty shall immediately notify the employer.
- B. An employee who is excused from jury service on any work day shall report to work for the remaining shift.
- C. The employer agrees to pay the employee an amount, in addition to jury duty service fees, sufficient to guarantee no loss in wages on account of such absence from work.

ARTICLE XV - MILITARY LEAVE

A. All provisions of N.J.A.C. 4A:6-1.11 shall be applicable to this Article.

ARTICLE XVI - LEAVES OF ABSENCE

A. Leave of absence for employees shall be granted as provided under N.J. Department of Personnel statutes, rules and regulations, except as otherwise provided.

B. The Local shall be allotted a total of ten (10) days off per year to be utilized by the Local for union business (Conventions, Seminars, Conferences, and meetings called by United Independent Union).

C. A permanent employee holding a position in the classified service who is temporarily incapacitated to perform his duties (due to either physical or mental reasons), and who is otherwise without available accrued sick leave, or one who wishes to engage in an appropriate course of job-related study, or for any reasons considered valid by the employer, may be granted a special leave of absence without pay by the employer for a period not to exceed six (6) months. Said special leave may be extended for another six (6) months with the approval of the employer and the N.J. Department of Personnel.

D. Employees returning from an authorized leave of absence for work related illness/injury, military, job related education or maternity, but excluding leaves granted for any other personal reasons, will be restored to their original classification at the then appropriate rate of pay with no loss of seniority or accrued sick or vacation time earned during the period of leave of absence. The employer will notify the employee if the leave of absence will result in the loss of accrued sick or vacation time.

E. When an employee returns from an approved leave of absence, any dues check-off authorization in effect prior to the approved leave shall be reactivated.

ARTICLE XVII - MATERNITY LEAVE

A. Requests for maternity leave shall be made in writing, no later than the third (3rd) month of pregnancy.

B. Except for reasons of health or inability to perform her job, the pregnant employee shall be permitted to work, provided the attending physician approves and so advises in writing.

C. Such employee shall be granted earned and accumulated sick leave during the time prior to the expected date of confinement and for one (1) month after the actual date of birth. Additional time beyond the one (1) month period shall be granted for reasons of the employee's individual health upon presentation of a doctor's certificate setting forth the necessity therefore.

ARTICLE XVIII - GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this agreement.

B. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Department Head.

C. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application, or violation of policies, agreements and administrative decisions affecting them as contained in this bargaining unit.

D. The following constitutes the sole and exclusive method of 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 aggrieved or the Union shall institute action under the provisions hereof within seven (7) working days after the event giving rise to the grievance has occurred or knowledge thereof and an earnest effort shall be made to settle the difference between the aggrieved employee and the Department Head for the purpose of resolving the matter informally.

STEP TWO:

If no agreement can be reached orally within five (5) working days of the initial discussion with the Department Head, the employee or the Union may present the grievance, in writing, within five (5) working days thereafter to the appropriate commissioner or his designated representative. The written grievance at this time shall contain the relevant facts and the remedy requested by the grievant. The appropriate commissioner or his designated representative will answer the grievance, in writing, within fourteen (14) working days of receipt of the written grievance.

STEP THREE:

If the aggrieved employee is not satisfied with disposition of the grievance by the commissioner, the grievance may be submitted to a binding arbitration within thirty (30) days after the expiration of Step 2.

A. The costs associated with retaining an Arbitrator shall be borne equally between both parties.

B. A request for a list of arbitrators shall be made to the Public Relations Commission by the moving party and both parties shall then be bound by the rules and procedures of P.E.R.C. in the selection of the arbitrator.

C. The arbitrator shall limit himself to the interpretation and application of the terms of this Agreement and to the issues submitted to him and consider no other(s).

D. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this agreement or impose on any part hereto a limitation or obligation not provided in this agreement.

E. The award of the arbitrator on the merits of any grievance within his jurisdiction and authority as provided in this agreement shall be binding upon the parties.

F. The designated Union Representative shall be permitted, as members of the Grievance Committee, to confer with employees and the Borough on specific grievance in accordance with the grievance procedure set forth herein, during working hours of employees, without loss of pay, for up to fifteen (15) minutes each day, provided the conduct of said business does not diminish the effectiveness of the Borough or require the recall of an off-duty employee. Additional time may be authorized by the Department Head.

G. If a decision is not rendered within the time limits prescribed for decisions at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or constrict the time limits for processing the grievance at any step in the grievance procedure.

H. Agents of the Union who are not employees of the employer, may be permitted to visit the employees during working hours, at their work stations, for the purpose of discussing Union representation matters, as long as such right is reasonably exercised and providing further that there is no undue interference with the employer's work by such agents.

I. The employer and the Union further agree to give reasonable consideration to request of either party for meetings to discuss grievances pending at any step.

ARTICLE XIX - WORKER'S COMPENSATION

A. When an employee is injured on duty, he/she shall receive Worker's Compensation due him/her at the required percentage established statutorily.

B. Employees leaving the assigned work premises, while on break, do so at their own risk from a Workers' Compensation standpoint as coverage is not provided.

C. In the event that any employee is injured on the job, the employer shall pay such employee his day's wages for that day lost because of such injury. An employee who is injured on the job and is sent home or to the hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his regular shift of that day. An employee who is required by worker's compensation panel of physicians to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time.

D. An employee shall report an on-the-job injury immediately to his supervisor. An employee injured on the job will be required to report to a Borough Physician for the necessary treatment. Only during an emergency may an employee be treated by a Physician other than those designated by the Borough.

ARTICLE XX - GROUP INSURANCE AND PENSION

A. Each employee shall be entitled to all benefit entitlements provided within the Public Employees Retirement System.

B. 1. Beginning on the sixtieth (60th) day after the commencement of permanent or provisional full-time status, the Borough of Wildwood Crest shall provide health benefits, through the New Jersey State Health Benefits Program. Employees are accorded a choice of three types of coverage. The following Plans are available:

- Comprehensive Major Medical (Traditional) with a \$100.00 individual/\$200.00 family deductible, and 80/20 co-insurance after deductible up to a maximum out-of-pocket limit of \$500.00 individual/\$400.00x number of dependents family coverage (plus deductibles).
- NJ Plus (PPO) with a \$5.00 medical/\$25.00 emergency in-network co-pay.
- Health Maintenance Organization (HMO) with five (5) plans available, all with \$5.00 medical in-network co-pay; emergency co-pays varying from \$25.00 to \$35.00

All three options have provisions for “well health care”. More specific coverage details can be found in each plan document.

2. The Borough provides Dental Health Benefit coverage through Delta Dental Plan of New Jersey. The coverage is the Delta Premier Plan which provides for 100% preventative and diagnostic, 100% basic, 80% major, 50% orthodontic services (lifetime \$1,000 maximum) with a calendar year maximum of \$1,000 for all services. More specific details can be found in the plan document.

3. The Borough provides Prescription Drug coverage through Advance PCS with \$1.00 generic (30 day supply) \$5.00 brand name (30 day supply) and mail order of \$1.00 for generic (up to 90 day supply) and \$5.00 brand name (up to 90 day supply).

4. The Borough administers it’s own Vision Benefit coverage. The coverage provides for an eye examination (maximum \$100.00), eyeglasses (maximums: frame \$65.00, lenses-single vision \$40.00, lenses-bifocal/trifocal \$60.00, lens tint \$15.00) or contact lens (maximum in lieu of all other vision services: cosmetic \$100.00; medically necessary \$200.00) every calendar year.

5. The Borough provides Group Life and Accidental Death and Dismemberment through Standard Insurance Company. The life insurance maximum is \$15,000.00. More specific coverage details can be found in the plan document.

6. The Borough reserves the right, at its option, to change any of the existing insurance plans or carriers or to self-insure so long as substantially similar benefits are provided.

C. The Borough will reimburse an employee on active pay status for the premium cost of the medicare plan when the employee or his spouse reaches age 65.

D. The Borough will pay Health Insurance premiums for a plan providing benefits as required in section B above for a Borough employee who has retired after twenty-five (25) years of service with the Borough, retired on a Disability Pension or after age 62 or older with at least fifteen (15) years of service with the Borough. If a retired employee dies, said coverage shall be afforded to the employee's surviving spouse in accordance with the provisions of COBRA.

ARTICLE XXI - SENIORITY

A. Seniority shall mean a total of all periods of continuous and uninterrupted permanent, probationary, provisional full time employment with the department covered by this agreement.

B. Except where New Jersey Department of Personnel statutes provide otherwise, in cases of provisional promotions, promotions, demotions, layoffs, recalls, vacation schedules, or situations where substantially better working conditions are involved, the determining factors shall be seniority, performance, qualifications and ability.

ARTICLE XXII - SAFETY, HEALTH AND HUMAN RELATIONS

A. The Employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel.

B. The Employer shall provide a clean break/lunch room at each work location for all employees.

C. No employee shall be required to lift any item by his/herself beyond his/her capabilities without the assistance of another employee.

D. All employees required to do lifting as part of their job shall have weight lifting belts made available by the Borough at the employees request.

E. It shall be a requirement that all employees wear safety equipment as provided by the employer, unless employee(s) provide a statement from a medical doctor or other competent authority that any portion of equipment provided can not be worn. Rain gear, safety helmet and goggles, boots, work shoes, safety related items shall be provided as necessary and/or required to all sanitation employees, and worn by the employees.

F. All employees shall be required to perform sanitation duties, including the cleaning/maintenance of trucks, and any other public works related assignments on a limited and non recurring basis as determined by the supervisor, in addition to actual trash collections.

G. All employees shall be responsible for the proper care and use of all assigned borough equipment and property.

H. All employees shall be required to have a valid driver's license as a condition of continuing employment.

ARTICLE XXIII - EQUAL TREATMENT

A. The Borough and the Union agree that there shall be no discrimination or favoritism shown for reasons of sex, age, nationality, race, religion, physical impairment, marital status, political affiliation, union membership, or union activities.

B. The Borough may establish reasonable and necessary rules of work conduct for employees. Such rules will be equitably applied and enforced.

C. Ten (10) working days prior to the implementation of any rules of work conduct for employees established by the Borough pursuant to section B above, the Borough agrees to notify the Union of said rules. The Union shall then have the opportunity to review such rules prior to their implementation.

D. Any and all new or revised policies or regulations will be posted by the employer five (5) days prior to implementation.

ARTICLE XXIV - JOB POSTING

A. Any vacancies or newly created positions within the Borough will be posted prominently for seven (7) calendar days. The posting shall include the classification, the salary, a description of the job, any required qualifications, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying.

B. A copy of each notice posted will be forwarded to the appropriate local Union, Shop Steward, and Officer.

C. The appointing authority will post prominently for seven (7) days, the names of the individual selected under the above procedure for the promotion and or re-assignment.

ARTICLE XXV - CLOTHING AND MAINTENANCE ALLOWANCES

A. The Borough will provide clothing for sanitation workers for their required on-duty use and maintenance associated therewith. Prior to the Borough making the final decision on type, style of uniform etc., input will be sought by representatives of the foregoing group listed hereinabove.

ARTICLE XXVI - DISCIPLINARY ACTION

A. Discipline of an employee shall be imposed for good and just cause according to law.

B. The name of any employee who is notified of suspension, or dismissal shall be transmitted to the Union immediately, but not later than forty-eight (48) hours after such notice.

C. It is the intention of the Borough to implement Discipline in a progressive manner. Discipline shall normally be imposed in the following manner:

1. Oral Warning - issued by the immediate supervisor of the employee.
2. Written Warning - issued by the immediate supervisor to an employee.
3. Written Reprimand - issued to an employee, the written reprimand shall be inserted in the employee's personnel folder.
4. Minor Disciplinary Action - consists of a fine or suspension up to five (5) days.
5. Major Suspension - consists of a fine or suspension over five (5) days after determination of Departmental Hearing.
6. Termination - after determination of Departmental Hearing.

D. It is recognized that any of the steps listed above could be bypassed depending on the severity of the infraction. It is also recognized that the Borough can issue fines in accordance with N.J.A.C. 4A:2-2.4.

ARTICLE XXVII - NO GIFTS

A. No employee shall accept from the public any gift or remuneration, either in the form of money or tangible items, for the performance of regular duties. Failure to comply with this Article may subject the affected employee(s) to disciplinary action as deemed appropriate by the Appointing Authority.

ARTICLE XXVIII - GENERAL PROVISIONS

A. The Borough shall provide Bulletin Boards at each time clock.

B. The Union shall have the use of the Union employee bulletin board for the posting of notices relating to meetings and official business of the Union. Only material authorized by the signature of the Local Union President and his designee shall be permitted to be posted on said bulletin board, and said notices shall not contain any political or controversial material.

C. It is agreed that representatives of the employer and the Union will meet from time to time upon request of either party with the mutual consent of both parties to discuss items of general interest or concern which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, and a precise agenda shall be established.

D. The Borough recognizes the right of the Union to designate one (1) shop steward and one (1) alternate. Whenever changes to the Union are made by the election of a shop steward or assistant steward, the names of the newly elected representatives shall be submitted, in writing, to the Borough.

E. Employees who are covered by the agreement shall perform duties and responsibilities as contained in the N.J. Department of Personnel job specifications for their positions.

F. The Borough shall be responsible for drafting this agreement and the Union shall be responsible for the printing and dissemination of same.

G. All permanent part-time employees covered by this agreement (excluding seasonal and temporary employees) shall be entitled to sick leave, vacations, and holidays on a pro-rated basis. All salaries for permanent part-time employees shall be in accordance with the hourly rates established in this agreement.

ARTICLE XXIX - SEPARABILITY AND SAVINGS

A. Each and every clause of this agreement shall be deemed separable from each and every other clause of this agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such case, the applicable clause or clauses, only to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the agreement, including any and all provisions on the remainder of any clause, sentence, or paragraph in which offending language may appear.

ARTICLE XXX - FULLY BARGAINED AGREEMENT

A. This agreement represents and incorporates the complete and final understanding of the settlement by the parties of all bargainable 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 XXXI - TERMINATION

A. This agreement shall be in full force and effect as of January 1, 2005, and shall remain in effect up to and including December 31, 2008. In the event that a new contract has not been agreed upon on the termination date of this agreement, this contract shall remain in full force and effect until a succeeding contract may be agreed upon. To commence negotiation for a successor agreement, either party shall notify the other in writing, no sooner than one hundred twenty (120) days prior to the expiration date of this agreement.

B. Within forty-five (45) days after receipt of the aforementioned notification, if any, a meeting shall be held between the parties for the purpose of established ground rules regarding the commencement of negotiations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

BOROUGH OF WILDWOOD CREST

ATTEST:

BY _____
JOYCE P. GOULD,
COMMISSIONER

CLERK/ADMINISTRATOR

UNITED INDEPENDENT UNION
NFIU/LIUNA AFL-CIO

BY _____
PAUL J. DIANA
EXECUTIVE VICE PRESIDENT

ATTEST:
