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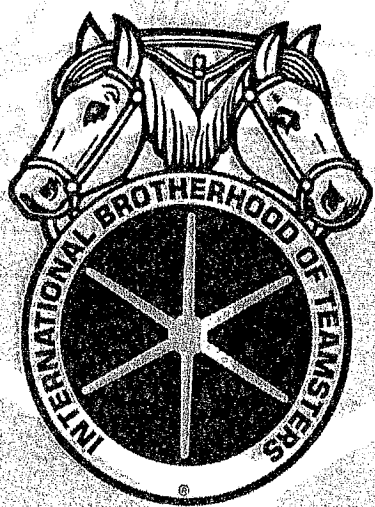
**AGREEMENT**

**-BETWEEN-**

**BOROUGH OF SEASIDE HEIGHTS**

**-AND-**

**TEAMSTERS LOCAL NO. 97**



**EFFECTIVE: JANUARY 1, 2013**  
**EXPIRES: DECEMBER 31, 2015**

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**THIS AGREEMENT** dated the 1<sup>st</sup> day of January 2013, by and between the **BOROUGH OF SEASIDE HEIGHTS**, a municipal corporation of the State of New Jersey, having its principal offices located at 901 Boulevard, P.O. Box 38, Seaside Heights, New Jersey, hereinafter referred to as "BOROUGH," and **TEAMSTERS LOCAL 97** hereinafter referred to as the "UNION".

**WITNESSETH**

**WHEREAS**, it is the intent and purpose of the parties hereto to promote and improve between the Borough and its employees and to establish a basic understanding relative to rates of pay, hours of work and other terms and conditions of employment consistent with the law.

**NOW, THEREFORE**, in consideration of these promises and mutual covenants herein contained, the parties hereto agree, with respect to the employees of the Borough recognized as being represented by the Union, as follows:

**ARTICLE I**

**RECOGNITION**

1. The Borough recognizes the Union as the exclusive representative of all employees in the negotiating unit as hereinafter defined for the purposes of collective bargaining and all other activities relative thereto pursuant to the Public Employer-Employee Relations Act of the State of New Jersey and other applicable law.

2. The bargaining unit, shall consist of all permanently appointed, full-time Laborers, Mechanics, Maintenance and Water Repairers, Water Treatment Plant Operators and Assistants, Supervisors Sewer/Water, Superintendent of Roads, Line Workers, and Electric Utility Employees.

**ARTICLE II**

**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. Any new employee in the bargaining unit who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85% of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Employer. For the purposes

of this provision, employees employed on a ten-month basis or who are re-appointed from year to year shall be considered to be in continuous employment.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend, any administrative or Court litigation concerning this provision. In any such litigation, the Employer shall have no obligation to defend this provision but shall cooperate with the Union in defending this provision.

### ARTICLE III

#### DURATION OF AGREEMENT

This Agreement shall be in full force and effect from the first day of January 2013 through and including the thirty-first day of December 2015.

### ARTICLE IV

#### NEGOTIATION OF A SUCCESSOR AGREEMENT

The parties to this Agreement, namely the Borough and the Union, agree to negotiate and bargain collectively concerning all of the articles of this Agreement at least 90 days prior to the termination date of this Agreement and in accord with the applicable Public Employment Relations Commission rules concerning by a public employer and public employee representative.

### ARTICLE V

#### MANAGEMENT RIGHTS

1. Except as limited by this agreement and past practice, the Borough hereby retains and reserves into itself, without limitation, all powers, rights, authority and duties and responsibilities conferred upon it and vested in it by the laws and the Constitution of the State of New Jersey and the United States except as may be specifically modified by this Agreement. The Borough further retains the following basic rights

- a. The exclusive authority to maintain the operational effectiveness of its executive

administrative control functions over its properties, facilities; and activities of its employees.

b. The right to hire all employees and subject them to the provisions of the law, to determine their qualifications and conditions for continued employment or assignment and to promote, transfer, discipline and discharge for cause, reassign, relocate and evaluate employees.

2. The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the Borough and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited to the extent that such management rights are in conformance with the Constitutions and Laws of the State of New Jersey and the United States.

## ARTICLE VI

### STEWARDS

1. The Borough recognizes the right of the Union to designate two (2) Stewards and their alternates for the enforcement of this Agreement. The Union shall furnish the Borough with a written list of Stewards and alternates and notify the Borough of any changes.

2. The authority of Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

a. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.

b. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers.

3. Designated Union Stewards shall be granted time with pay during working hours to investigate and seek to settle grievances, to attend hearings and meetings and conferences on contract negotiations with Borough provided there shall be no undue interference with the normal operations of the business of the Borough government or normal duties of employees. Requests for time under this section will not be unreasonably denied.

**ARTICLE VII**  
**GRIEVANCE PROCEDURE**

1. "Grievance" is hereby defined as any alleged violation of this Agreement or any dispute and discipline with respect to its meaning or application.

2. In order to provide for an orderly method for handling and disposing of disputes and grievances by the parties, any grievance arising between the Borough and the Union or employee and the Borough as to the meaning, application or operation of any provision of this Agreement, except for limitations imposed on the authority of the Borough by statute, and shall be adjusted as follows:

**STEP I.** The grievant and his or her representative shall present a written statement of the alleged grievance to his immediate Supervisor. The grievant must file a written grievance within fifteen(15) calendar days of the occurrence of said grievance. The immediate Supervisor will review the grievance, investigate the facts and submit a written answer to the grievant and the Union within fifteen (15) calendar days of the submission date of the written grievance.

**STEP II.** If the grievant is dissatisfied with the answer submitted by his or her immediate Supervisor, said grievant and his or her representative may appeal the immediate Supervisor's written answer within fifteen (15) calendar days after receipt of said answer at the first step to the Borough Administrator or designee. The Borough Administrator or designee shall then review the grievance appeal, investigate the facts and submit a written answer to the grievant and the Union within fifteen (15) calendar days of submission of said grievance to Step II.

**STEP III.** If the grievant is dissatisfied with the answer submitted by the Borough Administrator or designee at Step II, said grievant or his or her representative may appeal the answer received within fifteen (15) calendar days after receipt of said written answer at Step II of the process to the Governing Body. The employee will request in writing that the Borough Administrator or designee schedule a

hearing before the Governing Body on the matter. The hearing shall be scheduled within fifteen (15) calendar days after the receipt of the grievance appeal from the Borough Administrator or designee's decision at Step II of the process. The Governing Body will then hold a hearing with the employee and his or her representative and will submit a written answer to the grievant within fifteen (15) calendar days after the completion of the hearing.

**STEP IV.** If the grievant is still dissatisfied with the answer received from the Governing Body, the Union may submit the grievance to arbitration in accordance with the following procedure:

- A. Within twenty (20) calendar days of any decision by the Governing Body, the Union may request arbitration with the Public Employment Relations Commission and request a list of arbitrators. The parties shall submit their respective selection in accordance with the rules and timetable of PERC. The hearing shall be conducted and the Arbitrator's Award issued in accordance with the rules of PERC except as hereinafter modified.
- B. The Arbitrator will first rule on the arbitrability of the grievance if so requested by either party.
- C. The Arbitrator shall have no power to add or to alter language in effect in this Agreement.
- D. The parties will share the cost of arbitration itself, that is, the arbitrator's fee and expenses, in any, as well as the cost of the hearing room, if any. All other expenses in connection with the arbitration case will be borne by the respective parties incurring same.

3. Any grievance not processed to the next Step in the grievance procedure, within the time limited provided for such processing, shall be deemed to have waived and abandoned by the employee and the Union.



## ARTICLE VIII

### WORK DAY-WORK WEEK

The regular work week shall be forty (40) hours per week, five (5) days per week, eight (8) hours per day which shall include one (1) paid hour for lunch break at the end of the first five-hours of the shift. No other breaks shall be permitted. The regular shifts are:

7:00 a.m. to 3:00 p.m.

3:00 p.m. to 1:00 p.m.

1:00 p.m. to 7:00 a.m. ?

3:00 a.m. to 11:00 noon

It is recognized that other shifts may have to be implemented during the summer season. Employees shall be given advance notice of thirty (30) days if they will be required to adjust their schedule from previous shifts assigned. Scheduled changes shall first be offered based on experience and seniority. If there are not volunteers for shift changes, then shifts shall be assigned in reverse order of seniority. That is, mandatory shift changes shall be assigned first to those employees with the least seniority.

All employees shall be given a minimum of ten (10) days notice of what, if any, new summer schedule will be when developed.

Employees shall be entitled to two (2) consecutive days off, one of which will be a Saturday or Sunday, unless the employee elects to waive this benefit.

## ARTICLE IX

### DIVISION OF WORK

Supervisors or other employees outside the bargaining unit shall not perform any work customarily performed by workers covered by this Agreement, except as may be required to instruct employees or in an emergency as may be required to assist employees.

**ARTICLE X**

**EMERGENCY DUTY**

1. The employees of the Public Works Department shall receive four (4) hours pay at time and one half the hourly rate, for emergency call outs. Any emergency must first be approved by the Borough Administrator, Mayor, Department Council Committee Chairperson or the Superintendent of Public Works. If any employee receives one or more additional emergency call outs within the same four (4) hour period of the first emergency call out, he or she shall receive no additional compensation other than that set forth above. Employees called to emergency duty shall perform no work other than the required emergency work.

2. All call outs shall be made from a rotating list, provided by the Union. If an employee receives a call out or refuses a call-out, he will be placed at the bottom of the rotating list.

**ARTICLE XI**

**CLOTHING AND CLEANING ALLOWANCE**

Each bargaining unit member shall receive a \$650.00 per year clothing and cleaning Allowance. This payment will be in a separate check with the first pay in each November. This benefit shall be prorated on a monthly basis for any employee not working a full calendar year.

**ARTICLE XII**

**OVERTIME COMPENSATION AND COMPENSATORY TIME**

1. a. All hours worked over forty (40) hours in the workweek, or over eight (8) hours in a workday will be considered overtime and will be compensated for at the rate of time and one-half.

b. Overtime will always be offered to full-time employees before part-time employees for holidays and long hold-overs, but, there will be an exception to this requirement during the summer season.

c. Effective January 1, 2003 all overtime shall be made from a rotating list.

2. Overtime may be earned only for extraordinary work assignments and must be

authorized in advance by the employee's supervisor. Employees who work unauthorized overtime will not be credited for that time.

3. Compensatory time should be offered whenever possible in lieu of overtime pay.

4. If an employee's normal workweek is less than forty hours, compensatory time off may be granted for hours worked in excess of the employee's normal workweek up to and including forty (40) hours.

5. Compensatory time shall be scheduled with the employee's supervisor two days in advance and will be granted at the supervisor's discretion.

6. No employee shall accrue more than eighty (80) hours of compensatory time. Because compensatory time is earned at a rate of one and one-half hours for each hour of overtime, the 80 hours limit on accrued compensatory time represents not more than approximately 53 hours of actual overtime worked.

### ARTICLE XIII

#### SALARY

1. All employees covered by this agreement shall receive the following increases to their base pay:

- |    |                           |                                     |
|----|---------------------------|-------------------------------------|
| a. | Effective January 1, 2013 | 2% or \$1,250, whichever is greater |
| b. | Effective January 1, 2014 | 2% or \$1,250, whichever is greater |
| c. | Effective January 1, 2015 | 2% or \$1,250, whichever is greater |

This increase shall be retroactive to January 1, 2013.

2. Borough employees will be paid on a bi-weekly basis, as designated by the Governing Body. When a normal payday falls on a holiday, payday will be the last workday preceding that holiday. New employees may be subject to a delay according to their starting date and its relation to the pay cycle.

ARTICLE XIV

VACATION LEAVE

ACCUMULATION OF VACATION TIME AND  
COMPENSATION OF ACCUMULATED VACATION UPON RETIREMENT.

1. Vacation leave with pay is granted to each employee covered by this agreement. All vacations must be scheduled with the employee's immediate supervisor. A vacation should be filed with the employee's supervisor as early as possible to allow for any vacation schedule conflicts to be resolved early on and to allow for project planning. Annual vacation time shall be prorated on a monthly basis for any employee not working a full calendar year. Vacation shall be granted on a first request basis. Effective January 1, 2007, the vacation schedule shall be:

First year	1 day per month
2-5 years	15 days per year
6-12 years	18 days per year
Over 13 years	20 days per year

2. Where in any calendar year an employee's vacation or any part thereof is not granted because of Borough business, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only. All employees will be allowed to carry up to five vacation days to the following year, however, the buy back of any vacation time will continue to be at the discretion of the governing body.

3. COMPENSATION OF ACCUMULATED VACATION UPON RETIREMENT

Compensation shall be paid for accumulated vacation days, up to and including thirty days, upon retirement. Each accumulated vacation day shall be paid at the daily rate of pay in the year in which the vacation day was earned. Compensation for accumulated vacation shall be provided in the municipal budget prior to the retirement date of each employee, provided that written notice is given to the Governing Body prior to adoption of the budget for the year in which the retirement of each employee is to commence. For any employee retiring after the municipal budget is adopted and adequate notice was not provided so as to include the

compensation in the municipal budget, such compensation shall be provided in the budget of the following year.

**ARTICLE XV**

**HOLIDAYS**

All full-time employees shall be granted paid holidays as follows:

- |                         |                        |
|-------------------------|------------------------|
| New Years Day           | Columbus Day           |
| Lincoln's Birthday      | Election Day           |
| Washington's Birthday   | Veteran's Day          |
| Good Friday             | Thanksgiving Day       |
| Memorial Day            | Day after Thanksgiving |
| 4 <sup>th</sup> of July | ½ day Christmas Eve    |
| Labor Day               | Christmas Day          |
|                         | ½ day New Years Eve    |

**ARTICLE XVI**

**SICK LEAVE AND ACCUMULATION OF SICK**

**LEAVE AT RETIREMENT**

1. Sick leave is accumulated by full-time employees at the rate of one and one-quarter days per month totaling fifteen days per year. An employee who shall be absent on sick leave for three or more consecutive days may be required to submit acceptable medical evidence substantiating the illness to their department head. This certificate should be in writing and should indicate the date of illness and the approximate date that the employee will be capable of returning to his/her regular duties. The certificate should be submitted or mailed on the fourth working day even though the employee is unable to return to work on that day. Upon returning, the employee must submit, at his/her own expense, a doctor's certificate advising that the employee is able to resume his/her full duties.

2. In the event a bargaining unit member leaves the employment of the Borough, he/she shall be eligible to receive payment for earned unused sick leave days as set forth below. Sick leave computation shall be made at the employee's total base pay in the year notice is transmitted to the Borough of separation.

Under ten (10) years service:	25% of accumulated sick leave
From ten (10) years to fifteen (15) years of service:	75% of accumulated sick leave
After fifteen (15) years of service:	100% of accumulated sick leave

3. Notwithstanding the above provisions, commencing January 1, 1994, compensation for accumulated sick leave shall not exceed fifteen thousand dollars (\$15,000) for any employee. Provided that any employee, who has accumulated more than fifteen thousand dollars (\$15,000) of sick leave prior to January 1, 1994, shall be entitled to full payment for all unused sick leave upon separation from employment.

4. Commencing January 1, 1994, employees, who have accumulated over fifteen thousand dollars (\$15,000) in sick leave, prior to that date, have the right to receive payment for those sick days which they have earned over and above fifteen thousand dollars in accumulated sick days for said employee. The Borough of Seaside Heights will only be obliged to fund five thousand dollars (\$5,000) in the budget per year for the purpose of purchasing accumulated sick leave over the fifteen thousand dollars per employee. Payment will be prorated among employees who have submitted their requests for payment by January 30 of the budget year. All requests for payment of excess accumulated sick leave by an employee shall be filed with the Borough Clerk no later than January 30 of the current year in order for payment to be made in that year. Any requests for payment submitted after January 30 will be automatically carried to the following year.

4. The cap for the payment at retirement for unused sick leave shall be \$10,000 for all employees hired on or after January 1, 2014. Those employees hired prior to January 1, 2014 shall retain the existing caps set forth.

## ARTICLE XVII

### PERSONAL DAYS AND BEREAVEMENT LEAVE

#### 1. PERSONAL DAYS

All full-time employees shall be granted four personal days per year. Personal days may not be carried forward to the next calendar year. Scheduling use of personal days will be the same as per vacation leave.

Personal days shall be prorated on a monthly basis for any employee not working a full calendar year.

#### 2. BEREAVEMENT LEAVE

All full-time employees shall have up to three (3) days leave in the event of the death of a spouse, child, parent, grandparent, brother, sister, grandchild, Step-parents, mother-in-law and father-in-law. One (1) day leave will be granted to attend the funeral services of an in-law, uncle or aunt. Such leave will not be taken until the immediate supervisor is notified of the instance of bereavement. The employer may require proof of loss of a decedent whenever such requirement appears reasonable. Bereavement leave is specifically provided to allow eligible employees time to make necessary arrangements and attend funeral services. Therefore, bereavement leave must include one of the following days:

Date of death

Any day of viewing

Date of interment

Day of religious or memorial service

In no event shall any part of bereavement leave occur more than fifteen days from the date of death.

## ARTICLE XVIII

### MISCELLANEOUS LEAVES

#### 1. JURY DUTY

Employees required to perform jury duty shall receive full pay from the Borough for all time spent on jury duty. In turn, any jury fees received by the employees must be endorsed over to the Borough.

2. LEAVES WITHOUT PAY

Leaves of absence are granted by the Borough Council on an individual case basis. Employees shall consult their supervisor for preliminary approval.

3. FAMILY AND MEDICAL LEAVE

Employees requiring leave for family and medical reasons will be granted leave in accordance with the Federal Family and Medical Leave Act and the New Jersey Family Leave Act.

4. MILITARY LEAVE

Employees who are under contract with a branch of the United States Armed Forces will be granted military leave in accordance with Federal Law provided that the employee produces a copy of the original executed orders.

5. EDUCATIONAL LEAVE

Employees who wish to further their education by taking leave without pay must apply to the Borough Council who will grant leave on an individual basis.

6. WORKMEN'S COMPENSATION

Employees are entitled to workmen's compensation if injured on the job, as required by New Jersey State law. The Borough may, in its discretion, compensate said employee in full without loss of employee's accumulated sick or vacation time. Workmen's compensation checks will be delivered to the injured employee when received by the Borough along with the balance of said employees' salary.

ARTICLE XIX

HOSPITALIZATION PLAN, MEDICAL INSURANCE

AND HEALTH BENEFITS

1. Borough employees who have successfully completed the working test period



shall be eligible for the benefits and services set forth in this section, subject to the rules and regulations governing the same. Longstanding employees with special work hour agreement will receive benefits based on their current level of protection

2. HOSPITALIZATION PLAN

a. As they become eligible, new employees will be advised by the Borough Clerk that they are permitted to enroll in the current health benefit plan. It is the employee's option to accept or reject coverage beginning with the first day of the month in permanent employee status. Any change in the employee's dependent status must be reported immediately to the Borough Clerk or designated responsible employee.

b. Any employee eligible for the Borough's health benefits plan, who is also eligible for coverage as dependent of the employee's spouse under another plan offered by the spouse's employer, or through the health benefit plan of another employer may waive coverage under the Borough's plan. The waiver shall be made on a form provided by and filed with the Borough Clerk.

c. Any employee waiving health benefits pursuant to the above will annually be paid by the Borough a sum equal to 50% of the amount saved by the Borough due to the employee's waiver of coverage.

d. Any employee who waives health benefits pursuant to the above shall be permitted to resume coverage under the same terms and conditions as applied to initial coverage, if the employee ceases to be covered under his/her spouse's health benefits plan or through the health benefit plan of another employer. Any employee resuming coverage shall repay to the Borough, on a pro rata basis, any amount received in advance for a period of time during which coverage has been resumed.

3. RETIREMENT BENEFITS

a. The Borough will provide a traditional type of hospitalization plan, including Major Medical coverage for employees who retire under the P.E.R.S. after twenty-five (25) or more years of service to the Borough or twenty-five (25) or more years in the pension

system. Employees, retiring with 25 years of service, are entitled to same level of health coverage as when they were active employees.

b. The type of coverage in place at the time of retirement may not be upgraded. For Example, an eligible employee who enjoys "Parent and Children" type of coverage at the time of retirement may not subsequently have that coverage changed to "Family" coverage. Further, the Borough Clerk must be notified of any changes in individual circumstances which may permit a reduced level of coverage.

c. Those hired on or after January 1, 2014 shall only be eligible for single only coverage upon retirement.

d. All other employees' benefits with the exception of those specifically described above shall terminate upon retirement in accordance with the customary practice.

4. The Borough shall provide, at its cost, vision coverage for all bargaining unit members. \$150.00 will be available per calendar year to each employee for hardware and/or exams.

#### ARTICLE XX

#### FULLY-BARGAINED CLAUSE

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all negotiable 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 of the parties at the time they negotiated or signed this Agreement, subject to the provisions of the New Jersey Employer Employee Relations Act.

#### ARTICLE XXI

#### MISCELLANEOUS WORKING CONDITIONS

1. Any new rule of modification of present negotiable rules regarding the working conditions of employees shall be submitted to the Union no less than ten (10) days prior to its

introduction before the governing body, except in emergency. All new rules or modification of present negotiable rules regarding the working conditions of employees shall be negotiated with the Union prior to their establishment.

2. The Agreement shall supersede and prevail in all instances where the Agreement conflicts with other rules, procedures and ordinances of the Borough. Where this Agreement is silent, then the rules, procedures and ordinances of the Borough shall prevail.

3. The Borough will provide a bulletin board, in a conspicuous location in the workplace, for use by the Union, for posting notices concerning Union business and activities. All such notices shall be posted only upon the authority of the officially designated Union representatives and shall not contain any salacious, inflammatory or obscene material.

## **ARTICLE XXII**

### **PERSONNEL FILES**

1. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and may be used for evaluation purposes by the Business Administrator, Mayor and/or Governing Body.

2. Upon advance notice and at reasonable times, any member of the bargaining unit may at any time review his personnel file. However, this appointment for review must be made through the Borough Clerk or designee. Effective January 1, 2003, employees may review their personnel files in a timely manner.

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

4. Each bargaining unit member shall be supplied with a written certification from the Borough, during the month of November of each year, which shall state the number of accumulated vacation days, holidays taken, sick day, personal days and any other time which is available to the employee.

## ARTICLE XXIII

### GENERAL PROVISIONS

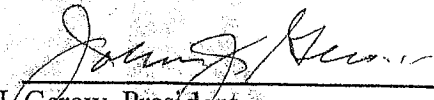
1. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in future enforcement of the terms and conditions thereof.
2. There shall be no discrimination, interference or coercion by the Borough or any of its agents against the employee's representative by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the Borough nor the Union shall discriminate against any employee because of race, creed, color, sex, national origin, political affiliation, or other protected classification.
3. In the event that any provision of this Agreement shall be deemed or declared invalid, illegal, unenforceable, unconstitutional or against the public policy of the State of New Jersey, same shall not invalidate the entire Agreement, but all other clauses and provisions remaining valid shall nevertheless continue in full force and effect.
4. It is agreed that in the event any provision of this Agreement is finally declared invalid or unenforceable, the parties may meet, within thirty (30) days of written notice by either party to the other, to negotiate concerning the modification or revision of such clause in this Agreement.
5. The parties may, by mutual agreement in writing, agree to meet at any time during the duration of this Agreement in order to make any modification, changes, additions or deletions to the Agreement as they deem just and proper.
6. Nothing contained in this Agreement shall be construed to deny, restrict or limit any employee of his rights, benefits or privileges under any other applicable law or regulation.
7. The Borough agrees not to enter into any contract or agreement with any employee covered by this Agreement that in any way conflicts with the recognition clause of this Agreement.

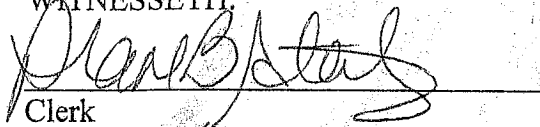
IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be executed the day and year first above written.


**BOROUGH OF SEASIDE HEIGHTS**

**TEAMSTERS LOCAL NO. 97**

  
Mayor

  
John J. Gerow, President

WITNESSETH:  
  
Clerk

  
Patrick Guaschino  
Vice-President

\_\_\_\_\_  
Shop Steward

