

AGREEMENT

BETWEEN BOROUGH OF WILDWOOD CREST

-AND-

WILDWOOD CREST POLICE
PUBLIC SAFETY TELECOMMUNICATORS
IAEP

JANUARY 1, 2014 THROUGH DECEMBER 31, 2018

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PREAMBLE

This Agreement entered into this 8th day of June, 2015, by and between the Borough of Wildwood Crest, hereinafter called the "Borough" and the full-time career Police Public Safety Telecommunicators (IAEP) 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 of its employees in the classification of "Police Public Safety Telecommunicators", which is part of this Agreement or any other newly created positions.

B. Temporary employees are hired and assigned as the needs of the Employer dictate and they shall have no vested rights under the Civil Service Commission or this Agreement.

C. The Borough of Wildwood Crest reserves the right to employ permanent or provisional part-time employees.

ARTICLE II - CHECK-OFF

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement and provided a majority of the employees so direct in writing, dues for Union as required. 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 Treasurer 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 Treasurer of 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 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 Union and signed by the President of the Union advising of such changed deductions.

E. The Union will provide the necessary "Check-Off Authorization" 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 Union and signed by the President of the 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 in the event the dues section of this agreement is properly activated. 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. 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 Borough in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Borough, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deductions.

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

§1. It is recognized that the management of the Borough, the control of its properties, and the maintenance of order and efficiency, is a right and responsibility of the Borough. Accordingly, the Borough hereby retains and reserves unto itself, or through and by the Department Directors or designees, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitutions of the State of New Jersey and the United States, except as they may be otherwise limited in this Agreement:

- a. the executive management and administrative control of the Borough and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;
- b. the determination of the standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees subject to NJ CIVIL SERVICE regulations;
- c. the transfer, assignment, reassignment, layoff or recall of employees to work, subject to NJ CIVIL SERVICE regulations;
- d. the determination of the number of employees and of the duties to be performed, in accordance with applicable NJ CIVIL SERVICE regulations, and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;
- e. the maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service;
- f. the determination of staffing patterns and areas worked, hours of operation, the control and regulation of the use of facilities, supplies, equipment, materials and other property of the Borough;
- g. the determination of the number, location and operation of divisions, departments, units and all other work groups of the employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;
- h. the determination of the amount of overtime to be worked;
- i. the determination of the methods, means and personnel by which its operations are to be conducted;
- j. the determination of the content of work assignments not inconsistent with NJ CIVIL SERVICE job specifications;
- k. the exercise of complete control and discretion over its organization and the technology of the performance of its work;
- l. the making, maintenance and amendments of such operating rules as it may from time to time deem best for the purposes of maintaining order, safety or the effective and efficient operation of the work of the Borough; and

- m. the determination of job classifications and to assign work not inconsistent with NJ CIVIL SERVICE job specifications as it deems appropriate.

The Borough shall have the right at all times to make and enforce rules, regulations, policies or other statements of procedure not inconsistent with this Agreement, notwithstanding the act, whether active or passive, of the Borough in refraining from doing so at any time. The act of the Borough at any time in refraining to enforce said rights shall not be construed as having created a custom or practice contrary or as having waived or modified said rules, regulations, policies or other statements of procedures. The Union reserves its rights with regard to mandatorily negotiable terms and conditions of employment.

Nothing contained herein shall be construed to deny or restrict the employer or the employees from the exercise of its or their rights under R.S. 34:13A, R.S. 40, 40A, R.S. 11A or any other national, state, county or local laws or ordinances pertaining to the employees covered by this Agreement.

ARTICLE V - WORK SCHEDULES

A. 1. The regular work week for Public Safety Telecommunicators shall consist of an average of forty-two (42) hours and all employees shall be required to punch-in (and punch-out) at the designated time clock location at the start and conclusion of each shift

2. All employees shall work through their lunch and dinner hours – compensation for this additional hour worked each shift along with shift differential has been included in the rate of pay provided for previously in an earlier labor agreement. All employees shall receive two fifteen (15) minute breaks between the start of the shift and the end of the shift. 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.

3. A one-half hour lunch break, in addition to the two fifteen (15) minute breaks, shall be provided daily in the event employees are on a schedule, as determined by the Chief of Police, greater than the current eight shift assignments and provided the one-half hour lunch break is taken on premises in the event of emergency.

B. The regular starting time for work shifts shall not be changed without reasonable notice to the affected employees.

ARTICLE VI - OVERTIME

A. Overtime is defined as any time worked beyond an employee's normal work week. The normal work week shall consist of an average of forty-two (42) hours for Public Safety Telecommunicators.

B. Time and one-half (1 1/2) the employee's regular rate of pay shall be paid for all time actually worked in excess of forty (40) hours during the work week.

C. At the option of the Borough, compensatory time may be granted in lieu of payment 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 overtime will be applied. No employee, however, shall be permitted to have more than 96 hours of accrued compensatory time and, on this basis, must receive overtime pay when this threshold is reached.

D. Overtime shall be paid currently, or at least no later than the second pay period after the overtime was performed.

E. Only time actually worked shall be factored in with overtime calculations. For purposes of this Article only, therefore, time charged off for any accumulated or earned time shall not count toward the overtime threshold of forty (40) hours in any work week.

ARTICLE VII - CALL IN TIME

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

B. At the option of the Borough, compensatory time may be granted in lieu of overtime worked subject to the provisions of Article VI, paragraph C.

ARTICLE VIII - RATES OF PAY

- A. For calendar year 2014, there shall be no additional wage adjustment.
- B. Effective January 1, 2015, the entry level salary for a Public Safety Telecommunicator, hired during the term of this agreement, shall be \$29,500. During the term of this agreement, the maximum salary for a Public Safety Telecommunicator shall be \$47,500. Any current employee not making the minimum salary shall be brought to the minimum. Effective January 1, 2015 the annual salary for unit members who are above entry level salary shall be increased \$1,000.00.
- C. Effective January 1, 2015, all employees shall receive a flat wage increase of \$1,100 which shall be added to the base salary.
- D. Effective January 1, 2016, all employees shall receive a flat wage increase of \$1,100 which shall be added to the base salary.
- E. Effective January 1, 2017, all employees shall receive a flat wage increase of \$1,100 which shall be added to the base salary.
- F. Effective January 1, 2018, all employees shall receive a flat wage increase of \$1,100 which shall be added to the base salary.
- G. The annual stipend of \$1,000.00, or pro-rated amount thereof, shall be provided to the designated TAC Officer, said designation to be made by and at the discretion of Chief of Police and shall be continued only for or during the period of assignment.

ARTICLE IX – HOLIDAYS AND PERSONAL TIME

A. Holidays.

In recognition of the fact that employees are essential employees and required to work on holidays during which business operations of the Borough are otherwise closed, the Borough shall provide a straight time payment equal to 112 hours, or the appropriate pro-rata share, at the employee's regular rate of pay; said payment shall be in the form of a stipend and will be paid the last pay in December each year. No additional compensation shall be paid for working holidays.

B. Personal Leave.

An employee shall be eligible for thirty-two (32) hours of personal time which shall be earned on a prorated basis. Personal time shall be used by an employee for personal reasons. Full time new employees beginning employment after January 1st of their first calendar year of employment with the Borough shall earn two and two-thirds hours (2.67) for each full month of employment.

Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with thirty-two (32) hours of personal time. An employee who leaves Borough employment before the end of a calendar year shall have his or her Personal time pro-rated based upon time earned. An employee shall reimburse the Borough for paid personal leave time used in excess of his or her pro-rated entitlement.

Personal leave time not used in the year earned shall be forfeited. 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. An employee's request for personal leave time shall not be unreasonably denied except that use of personal leave time shall not cause the Borough to incur overtime due to a reduction in staffing levels. Personal leave shall not accrue after the last day of employment, nor shall it accrue during a leave of absence without pay or during a suspension without pay. No payment shall be made for unused personal leave time upon termination, resignation or retirement.

ARTICLE X - VACATIONS

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

1. Up to one year of service, eight (8) hours of vacation for each month of service; after one year through five (5) years of services, ninety-six (96) hours; commencing the sixth (6th) year through nine (9) years of service, one-hundred twenty (120) hours vacation; commencing the tenth (10th) year of service and through twenty (20) years of service, one-hundred sixty (160) hours; commencing the twenty-first (21st) year of service and each year thereafter, two-hundred (200) hours of vacation. Employees hired prior to July 1st of any year shall receive one (1) full year credit toward vacation entitlements in the year of hire. Employees hired on or after July 1st of any year shall receive no credit for vacation entitlements for the balance of said year.

2. Vacations shall be chosen by seniority, and shall be taken from Labor Day to June 15th, excluding Memorial Day weekend. Memorial Day weekend runs from 4:00 p.m. Friday to 11:59 p.m. Monday. An employee shall not be recalled from his/her vacation leave except in cases of dire emergency. All vacations must be approved by the Department Head.

B. Vacations are to be taken in the year in which they are earned. Vacation not taken in a given year because of business demands shall accumulate and be granted during the next succeeding year only. The appointing authority, in its sole discretion, shall determine whether vacation time may be granted during the next succeeding year.

C. Employees hired on or after January 1, 2015 shall receive eight hours of vacation for each month of service up to the first calendar year of service. From the beginning of the first full calendar year of employment and up to ten (10) years of continuous service, ninety-six 96 hours;

After ten (10) years and up to twenty (20) years of continuous service one hundred and twenty (120) hours;

After twenty (20) years of continuous service, one hundred sixty (160) hours.

ARTICLE XI - SICK LEAVE

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

B. Immediate family is defined as 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 shall be entitled to the following sick leave with pay:

1. Eight (8) hours 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 one-hundred twenty (120) hours of sick leave with pay annually thereafter. 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/her credit from year to year and he/she shall be entitled to such accumulated sick leave with pay when needed.

D. If any employee is absent for two (2) consecutively assigned shifts, notwithstanding the fact that an off day would occur in between, for reasons set forth in the above rule, the employee must submit a doctor's verification of illness or injury. If an employee is attending to an immediate family member, including civil union partner, a doctor's verification of that individual is required. After an employee has utilized ninety-six (96) hours in any calendar year, the employee must submit a doctor's verification for all sick leave absences for each and every illness or injury thereafter regardless of duration. Prior to the return to work, the Borough may require an employee to be examined by a physician designated by the Borough to verify fitness to return to normal duties. An employee will not be permitted to return to work until the verification is received.

E. Any unused sick leave shall be paid to the employee upon retirement after fifteen (15) years of service, at a maximum of \$15,000.00 in accordance with the provisions of Chapter 46 of the revised code of the Borough of Wildwood Crest. For employees hired on or after January 1, 2015, the maximum retirement payout for accumulated sick leave shall be \$7,500. Employees who are terminated from their employment as a result of disciplinary action shall not be entitled to a payout for accumulated sick leave. Sick leave shall not accumulate after an employee has resigned.

ARTICLE XII - 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.

C. Funeral leave with pay shall be provided for up to twenty-four (24) hours, and may commence from the date of death but shall not extend beyond the day following the funeral and/or burial.

ARTICLE XIII - JURY DUTY

A. An employee required to render jury service shall be entitled to be absent from work during that service and will be paid the difference between any payment received for jury duty and the employee's regular salary.

B. An employee who is excused from jury service on any work day shall report to work for the remaining shift. Employees are required to provide proof of attendance for jury duty.

ARTICLE XIV - MILITARY LEAVE

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

ARTICLE XV - LEAVES OF ABSENCE

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

B. 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. Civil Service Commission.

C. Employees returning from an authorized leave of absence for illness, 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. Employees on leave of absence without pay for personal reasons shall cease accumulation of all accrued time and related benefits during the period of the leave and, specifically, the Borough will not be responsible to provide the employee with benefits provided within Article XIX during the period(s) of any unpaid leave. However, if the employee elects to retain coverage during that period, the employee shall be responsible for the total premium payment of all applicable policies and must be paid by the employee at the time the leave shall be commenced.

D. 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.

E. Family/Medical Leaves of Absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" (hereinafter, FMLA) and the "New Jersey Family Leave Act" (hereinafter, NJFLA) and the regulations promulgated pursuant to those statutes; as well as the Family Leave Policy adopted by the Borough of Wildwood Crest. Under the provisions of these statutes, certain employees are entitled to twelve (12) weeks of leave during a twelve (12) month period. The circumstances under which leave may be taken vary depending on the type of leave requested and the Borough will grant leave in accordance with the provisions of each statute, the lawful regulations issued under each statute. Employees taking FMLA Leaves and/or NJFLA Leaves will be required to use accrued sick leave, vacation and administrative leave concurrent with the approved leave. Employees will also be required to take FMLA Leaves and NJFLA Leaves concurrently when possible under the statutes. The Borough retains all rights to require proper certification from a health care provider pursuant to all applicable laws.

ARTICLE XVI - MATERNITY LEAVE

A. 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.

B. Maternity Leave shall be administered in accordance with the provisions of the Federal Family and Medical Leave Act (FMLA) and New Jersey Family Leave Act (NJFLA). Employees are required to use accumulated leave time concurrently with leave under the FMLA and NJFLA.

ARTICLE XVII - 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) calendar 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. 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.

B. 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).

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. The settlement or other disposition of any grievance prior to arbitration shall be subject to review and approval of a designated committee established by the governing body which shall include the Department Head or his/her designee so as to assure compliance with Borough Policy and/or philosophy.

ARTICLE XVIII - 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, for personal reasons, 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.
- 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 XIX - GROUP INSURANCE AND PENSION

A. The Borough shall provide hospitalization insurance through the New Jersey State Health Benefits Plan, as it exists or as modified by the New Jersey State Health Benefit Plan, including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefit Plan, for all employees and eligible dependents covered by this Agreement. The Borough may provide any plan provided for under the State Health Benefits Plan. The Borough shall also provide a Co-Pay Prescription Plan for employees and eligible dependents through the New Jersey State Health Benefits Plan. The co-payment shall be determined by the New Jersey State Health Benefits Plan and may be subject to future changes to reflect the then applicable NJSHBP prescription co-pays.

Effective January 1, 2015, the Borough provides the NJSHBP Direct 15/25 Plan for employees and their eligible dependents. An employee may select coverage of another Plan offered by the NJSHBP and in the event the selected plan cost more than the Direct 15/25 Plan then the employee shall be responsible for paying the costs of the increased premium for the selected coverage. Payment shall be made by equal payroll deductions.

B. All employees shall pay a cost contribution for Health Insurance Plan coverages in accordance with P.L. 2011, Chapter 78, Pension and Health Benefits Reform Law adopted June 28, 2011, or applicable law. Payments shall be made by the way of withholdings from each employee's payroll checks. The City shall establish and adopt a Section 125 Plan so that said contribution would be 'pre-tax'.

C. In addition, the Borough shall provide a \$15,000.00 term life insurance policy, the beneficiary to be designated by the employee. In the event that no beneficiary is designated, the beneficiary shall be the Estate of the employee. Effective January 1, 2015, the Borough shall not provide the \$15,000 term life insurance policy for employees or retirees retiring after January 1, 2015.

D. Recognizing the extraordinary costs and annual increases associated with providing health insurance to Borough employees and their dependents, the Borough may, at its option, change any of the existing insurance plans or carriers or may self-insure.

E. The Borough will pay health insurance premiums for a plan providing benefits as required in section A above for a Borough employee who has retired after twenty (25) years of service with the Borough, retired on a state disability pension or after retiring at age 62 or older with at least fifteen (15) years service with the Borough. However, no employee hired by the Borough on or after January 1, 2011 shall be eligible for health insurance coverage upon retirement until having worked at least twenty-five (25) years with the Borough, while meeting appropriate age requirements for retirement, or upon an approved disability retirement through the Public Employees Retirement System.

All retirees shall pay a cost-contribution in accordance with P.L. 2011, Chapter 78. The retiree shall receive the benefits in effect for current employees, not necessarily the benefits which were in effect at the time the employee retired.

Effective January 1, 2015, any employee who retires and is eligible for post-retirement health benefits from the Borough of Wildwood Crest who, after retirement, secures employment with any local, State, county or federal government agency or entity, including, but not limited to, law enforcement entities where, by virtue of their employment, New Jersey State Health Benefits Plan is offered, or who is otherwise eligible to receive health insurance coverage through their employment shall be required to accept coverage for health insurance through their current employer and shall cease to be covered by the Borough of Wildwood Crest.

Effective January 1, 2015, the Borough shall not pay for any post-retirement health benefits for any employees hired on or after January 1, 2015.

Upon becoming eligible for Medicare, all retirees shall no longer be eligible for Borough provided health benefits.

ARTICLE XX - 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 Civil Service 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 - 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, marital or civil union 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. Any and all new or revised policies or regulations will be posted by the employer five (5) days prior to implementation.

XXIII - 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 range, 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. 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 XXIV - CLOTHING AND MAINTENANCE ALLOWANCES

A. All public safety telecommunicators shall receive \$150.00 per year, or the pro-rated amount thereof if applicable, for maintenance of their supplied uniforms.

ARTICLE XXV - 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 XXVI - 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 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. Employees who are covered by the agreement shall perform duties and responsibilities as contained in the N.J. Civil Service Commission job specifications for their positions.
- E. The Borough shall be responsible for drafting this agreement and the Union shall be responsible for the printing and dissemination of same.
- F. 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 XXVII - 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, such 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. In the event any statutes are enacted or regulations are promulgated that modify benefits to be provided to public employees including, but not limited to, sick leave, vacation leave, personal leave, health insurance, pensions or any other benefits, the provisions of this contract will be modified effective as of the date of enactment of any such statute or regulation.

ARTICLE XXVIII - 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 XXIX - TERMINATION

A. This agreement shall be in full force and effect as of January 1, 2014, and shall remain in effect up to and including December 31, 2018. 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:



BOROUGH CLERK, Deputy

BY 
CARL H. GROON, MAYOR

WILDWOOD CREST PUBLIC SAFETY
TELECOMMUNICATORS (IAEP)

BY 
UNION PRESIDENT

ATTEST:


UNION REPRESENTATIVE

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**Ratification of Agreement Between Borough of Wildwood Crest and
Wildwood Crest Police Public Safety Telecommunicators IAEP
January 1, 2014 through December 31, 2018**

<u>Ralph DiLossi</u> Print Name	<u>Ralph DiLossi</u> Signature	<u>6-1-15</u> Date	<u>Accept</u> Accept or Reject
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<u>Daniele E. Petela</u> Print Name	<u>Daniele E. Petela</u> Signature	<u>6/1/15</u> Date	<u>Accept</u> Accept or Reject
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<u>Amanda Harris</u> Print Name	<u>Amanda Harris</u> Signature	<u>6/3/15</u> Date	<u>Reject</u> Accept or Reject
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<u>Alexis Hagner</u> Print Name	<u>Alexis Hagner</u> Signature	<u>6/2/15</u> Date	_____ Accept or Reject
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As per local and national bylaws in the event of a split decision or tie in regards to voting the local president, Ralph DiLossi shall make the determination.

Ralph DiLossi: The hereby agreement is accepted and ratified.