

AGREEMENT

BETWEEN

BOROUGH OF SURF CITY

AND

AMERICAN FEDERATION OF STATE, COUNTY

AND

MUNICIPAL EMPLOYEES, AFL-CIO,

DISTRICT COUNCIL 71

JANUARY 1, 1999 THROUGH DECEMBER 31, 2001

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PREAMBLE

This Agreement effective the 1st day of January 1999 by and between the BOROUGH OF SURF CITY, in the County of Ocean, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Borough") and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, DISTRICT COUNCIL 71, (hereinafter called the "Union") represents the complete and final understanding on all bargainable issues between the Borough and the Union.

ARTICLE I RECOGNITION

A. The Borough hereby recognizes the Union as the exclusive representative for all full-time and regular part-time Communications Operators who work in excess of twenty (20) hours per week in the Police Department of the Borough of Surf City excluding all managerial executives, confidential employees, supervisors within the meaning of the Act, police, fire employees, casual employees, craft employees, professional employees, employees in other negotiations units and all other employees employed by the Borough of Surf City.

B. Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II
GRIEVANCE PROCEDURE

A. Purpose

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. Definition

The term "grievance" as used herein means the interpretation, application or alleged violation of this Agreement and may be raised by an individual or the Union at the request of an individual or individuals. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance and arbitration procedure provided.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE: The aggrieved or the Union Shop Steward shall institute action under the provisions hereof within five (5) working days after the event has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance.

STEP TWO: If no agreement is reached orally within five (5) working days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within five (5) working days thereafter to the officer in charge of the police department. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance, between the officer in charge of the police department or his designated representative and the aggrieved party. A decision thereon shall be rendered in writing by the officer in charge of the police department or his designee within five (5) working days after the holding of such meeting.

STEP THREE: If the Union wishes to appeal the decision of the officer in charge of the police department, such appeal shall be presented in writing to the Borough Council within five (5) working days thereafter. A meeting on the grievance shall be held between AFSCME and the Borough Council or a committee thereof at which meeting the parties may be represented. Said meeting shall not be held publicly unless the parties so agree in writing. The Borough Council or a

committee thereof shall render a final written decision within fifteen (15) working days of the date of the meeting.

STEP FOUR: In the event the grievance is not settled through Steps One, Two and Three and the aggrieved is not satisfied with the decision of the Borough Council or a committee thereof, AFSCME may within ten (10) working days thereafter submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission.

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

E. Arbitration Procedure

1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
3. The arbitrator's decision shall be in writing, with reasons.
4. The Union and the Borough shall be limited to placing one (1) issue before an arbitrator at any one time. The Arbitrator shall be prohibited from hearing more than one (1) grievance except by mutual consent of the parties.

F. Any employee may be represented at all stages of the grievance procedure by himself or, at his option by a representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to present and state its views at all stages of the grievance procedure.

G. Disciplinary proceedings shall not be subject to the grievance procedure contained herein.

ARTICLE III
EMPLOYEE RIGHTS

A. Non-Discrimination

1. The Borough and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

2. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered by this Agreement because of their membership or non-membership in the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered by this Agreement who are not members of the Union.

B. Record of Accumulated Leave

The Borough shall maintain a record of all leave time accumulated by each employee represented by AFSCME. This record shall be made available to the employee at his/her request and shall include a record of accumulated sick time and personal days accumulated by the employee.

C. Union Organization

The parties agree that employees have the right freely to organize, join and support AFSCME or to refrain from doing so.

D. Discipline

Employees may be discharged or disciplined for just cause. Whenever an employee is required to attend a meeting or hearing for the purpose of discipline, the employee may, if he so desires, have a representative of AFSCME present during such meeting or hearing.

E. Criticism of Employees

Criticism of an employee's work or conduct will be made in confidence.

ARTICLE IV
MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees and to require compliance by the employees is recognized.
4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee.
6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason.
7. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.
8. The Borough retains the right to subcontract any or all of the work performed by employees covered under this Agreement.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices and the 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 rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulation.

ARTICLE V

LONGEVITY

Current employees covered under this Agreement will earn longevity pay as follows:

After the completion of 6 years	2% of the base salary
After the completion of 9 years	4% of the base salary
After the completion of 13 years	6% of the base salary
After the completion of 17 years	8% of the base salary
After the completion of 21 years	10% of the base salary

ARTICLE VI

DUES CHECK OFF AND AGENCY SHOP

A. Union Security and Dues Deduction

1. The Borough agrees to deduct the monthly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The Borough further agrees to make said deductions from the first two (2) pays of each month in equal amounts. The amount to be deducted shall be certified to the Borough by the Treasurer of the Union and the aggregate deductions from all employees shall be remitted to the Treasurer of the Union, together with a list of the names of all employees for whom the deductions were made, by the tenth (10th) working of the succeeding month after such deductions were made.

2. The effective date of a termination of dues deduction to the majority representative shall be as of the January 1 next succeeding the date on which the notice of withdrawal is filed with the Borough.

B. Agency Shop and Fee Deduction

Those employees who elect not to become a member of the Union are required to pay an agency fee which shall be deducted from the employee's pay under the following circumstances:

1. The employee is in the bargaining unit on the effective date of this Agreement or the date of signing (whichever is later) and does not join the Union within thirty (30) days thereafter.

2. A new employee who does not join the Union within thirty (30) days of initial employment with the bargaining unit.

3. An employee returning to the bargaining unit from a reemployment list who does not join the Union within ten (10) days following reentry into employment with the unit.

4. The method of deduction and payment to the Union shall be in accordance with Section A.1. above.

5. The representation fee shall be in an amount equal to the eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Borough by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments.

6. Challenging Assessment Procedure

The Union agrees that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.

C. The Union shall indemnify and hold the Borough 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 Borough in conformance with this Article. The Union shall intervene in and defend any administrative or court litigation concerning this provision, and the Borough shall cooperate with the Union in defending this provision.

ARTICLE VII

UNIFORMS

A. Effective January 1, 2000, the Borough shall provide employees covered under this Agreement with two (2) uniforms consisting of two shirts, one tie, two pairs of slacks/skirts and one badge. The uniform shall be replaced as required and approved by the officer in charge of the police department. Uniforms are to be issued within thirty (30) days of the finalizing of this Agreement.

B. Effective January 1, 2000, a cleaning allowance of one hundred and fifty dollars (\$150.00) per calendar year will be provided to employees by voucher for the cleaning of uniforms.

ARTICLE VIII

LEGAL REPRESENTATION

A. In the event an employee is the subject of litigation arising out of the performance of his duties, the Borough will provide or pay for legal representation at a rate determined by the Borough Counsel.

B. The aforementioned legal representation will be furnished provided that the employee's actions were in the performance of his duties on behalf of the Borough and that the employee was not engaged in negligence or an illegal act.

ARTICLE IX

VACATIONS

A. Current permanent full-time employees covered under this Agreement shall earn annual vacation pay as follows:

<u>Completed Years of Service</u>	<u>Days of Vacation</u>
One (1) year and up to and including five (5) years	Ten (10) working days
Six (6) years and up to and including ten (10) years	Fifteen (15) working days
Eleven (11) years and up	Eighteen (18) working days

B. An employee shall be entitled to earned vacation after the completion of the first year of service and thereafter as of the employee's anniversary following the completion of such year of service and the employee's anniversary thereafter.

C. In the event an employee is terminated from his employment from the Borough, he shall be required to pay back any vacation time taken and not earned.

D. Any employee who resigns his position with the Borough shall give two (2) weeks notice. In the event the employee fails to give such notice, the employee will lose any accrued vacation not to exceed two (2) weeks of such vacation accrual.

ARTICLE X

PERSONAL DAYS

A. Permanent full-time employees shall accrue personal days on the basis of one (1) personal day for each three (3) months of employment from the date of permanent appointment up to and including December 31st next following such day of appointment and four (4) personal days for each calendar year thereafter.

B. Requests for personal leave are subject to approval by the employee's supervisor and will be made in writing to the supervisor not less than seventy-two (72) hours in advance of the day except in cases of emergency.

C. Personal leave days are cumulative up to a maximum of sixty (60) days. Unused personal leave days are payable upon retirement of the employee.

ARTICLE XI

SICK LEAVE

A. Service Credit for Sick Leave

1. Permanent full-time employees shall be entitled to sick leave pay based on their aggregate years of service.
2. Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness or exposure to contagious disease which prevents his doing the usual duties of his position.

B. Amount of Sick Leave

Permanent full-time employees covered by this Agreement shall accrue sick leave at the rate of one (1) working day per month for each month of service up to a maximum of twelve (12) days in any calendar year.

C. Recording of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor must be notified by telephone in advance, not less than two (2) hours before the employee's starting time.
 - a. Failure to so notify his supervisor may be the cause of denial.
 - b. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.
 - a. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than three (3) days may be required to submit acceptable medical evidence of any additional sick leave in that year.
 - b. The Borough may require proof of illness for an employee on sick leave whenever such requirement appears reasonable under the circumstances. Abuse of sick leave shall be cause for disciplinary action up to and including discharge.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined by a physician at the expense of the Borough.

E. Upon retirement, employees shall be paid for accumulated unused sick leave up to a maximum of eight thousand (\$8,000.00) dollars.

ARTICLE XII

BEREAVEMENT LEAVE

A. Every permanent full-time employee covered by this Agreement shall be granted up to a maximum of five (5) days leave, including the day of the funeral in or out-of-state, without loss of regular straight time pay upon the death of an immediate family member. Immediate family member shall be defined as husband, wife, father, mother, father-in-law, mother-in-law, brother, sister, child, stepchild, stepmother, stepfather, son-in-law, daughter-in-law, grandmother, grandfather, grandchildren, sister-in-law, brother-in-law, aunt, uncle.

ARTICLE XIII

BREAKS

A. Each employee shall be entitled to two (2) fifteen (15) minute rest breaks per shift. They shall be entitled to one fifteen (15) minute break before beginning consecutive shifts and one half hour (1/2) meal break. The meal breaks shall not be between shifts, but rather, taken during the shift. These breaks shall not be at the commencement or the completion of the workday.

B. In the event that only one police officer is on duty at break time, the employee on break shall remain on the premises of Borough Hall during the break. That notwithstanding, if an employee is to work two consecutive shifts, that employee shall be entitled to one fifteen (15) minute break between shifts on or off Borough Hall premises, even if only one police officer is on duty.

ARTICLE XIV

PART-TIME EMPLOYEE BENEFITS

A. Part-time employees covered under this Agreement will be entitled to no fringe benefits except as provided in Section B.

B. Effective January 1, 1999, part-time employees covered under this Agreement will be entitled to pro-rata vacation and sick benefits provided the employee has worked an average of not less than twenty (20) hours per week for calendar year 1998. Such entitlement will continue (or be earned) in the future by an employee working not less than the aforementioned average of twenty (20) hours per week in the preceding calendar year. In the event the employee fails to meet the aforementioned average he will not be covered until the calendar year following the year in which such average is met.

ARTICLE XV

HOLIDAYS

A. There shall be thirteen (13) predetermined holidays for employees covered under this Agreement.

B. In the event a full-time permanent employee is required to work on any of the thirteen (13) holidays prescribed by the Borough, said employee will receive compensatory time for the holiday work, which compensatory time may be selected by the employee, with the approval of the officer in charge of the police department.

ARTICLE XVI

SENIORITY

- A. Seniority is defined as total length of unbroken service from date of last hire.
- B. The parties recognize the principle of seniority in cases of selection of vacations to the extent that it does not interfere with job requirements.
- C. In the event of layoff and rehiring, the last person hired in the job classification affected shall be the first to be laid off, or may return to the last job classification in which they worked.
- D. An employee on an authorized paid leave or an authorized unpaid leave of absence up to a maximum of one (1) year will accrue seniority time during such leave. For the purpose of any benefits, however, authorized paid leave time only and not authorized unpaid leave time will be counted for service credit.
- E. If a question arises concerning two (2) or more employees who were hired on the same date, the following shall apply; Seniority preference among such employees shall be determined by whichever employee's name appears first on the employment resolution or, in the absence of same, by alphabetical order.
- F. The Borough shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and rate of pay of each employee covered by this Agreement, and the Borough shall furnish copies of same to the Union upon reasonable request.
- G. Every effort will be made to schedule work hours/shifts and days off based on seniority preference. However, the Borough retains the managerial prerogative to make said arrangements to ensure minimum staffing requirements and necessary job skills.

ARTICLE XVII

OVERTIME CALL IN

Every effort will be made to offer overtime to the dispatcher working the first shift to hold over for an additional shift or to utilize the rotating overtime list to cover open shifts due to unanticipated absences or absences due to leave time. However, the Borough retains the managerial prerogative to ensure minimum staffing requirements, cover emergent circumstances and make arrangements based on necessary job skills. In the event of a last minute call out by an employee, the Borough reserves the right to use a police officer as a dispatcher for that shift, if two (2) or more police officers are already on duty.

ARTICLE XVIII

BULLETIN BOARD

- A. Bulletin board space will be provided by the Borough at a permanent work location for use by the Union for the purpose of posting Union announcements and other information of a non-controversial, non-political nature.
- B. Only material authorized by the signature of the Union President or Shop Steward on said material shall be permitted to be posted on the bulletin board.

ARTICLE XIX

ESTATE BENEFIT

- A. In the event of death of an employee, the employee's survivor(s) will be paid for the employee's accrued but unused vacation days, personal days, compensatory time and salary on a pro-rated basis.
- B. The payment to the employee's survivor(s) will be made within sixty (60) days from the day of death of the employee.

ARTICLE XX

SALARY

A. Permanent full-time employees in the employ of the Borough as of January 1, 1999 shall receive the following salary increases:

January 1, 1999 - 3.0%

January 1, 2000 - 3.0%

January 1, 2001 - 3.5%

B. Part-time and full-time employees hired by the Borough on or after January 1, 1999 shall be paid in accordance with the following hourly schedule:

Starting Salary - \$8.00

After Six (6) months - \$8.50

After Eighteen (18) months - \$9.00

After Thirty (30) months - \$9.50

ARTICLE XXI

INSURANCE

A. Permanent full-time employees covered under this Agreement shall be covered by the health care insurance plan of the Borough.

B. Permanent full-time employees covered under this Agreement shall be covered by the Borough's full-family dental plan, co-pay, twenty-five (\$25.00) dollars per person per year, non-deductible on preventive one hundred (100%) percent; class 2 services provided for eighty (80%) percent; class 3 services provided for fifty (50%) percent; maximum of one thousand (\$1,000.00) dollars per person per year.

C. Permanent full-time employees covered under this Agreement shall be entitled to an optical plan through which the Borough will reimburse an employee up to seventy-five dollars (\$75.00) in any one (1) year period; and a maximum of forty-five (\$45.00) will be toward the cost of the examination and a maximum of thirty dollars (\$30.00) will be toward the cost of eyeglasses or contact lenses. The reimbursement may be utilized for costs incurred for the employee or a member of his family, but the total reimbursement shall not be more than seventy-five (\$75.00) in the said one (1) year period.

D. Prescription

Permanent full-time employees will be covered under a prescription program providing for a three dollar (\$3.00) co-pay for generic drugs and six dollars (\$6.00) co-pay for name brands

E. The Borough reserves the right to change insurance plans and/or carriers so long as in the aggregate in each plan substantially similar benefits are provided.

ARTICLE XXII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIII

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to 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.

B. This Agreement may be modified in whole or in part by the parties by an instrument, in writing only, executed by both parties.

ARTICLE XXIV

DURATION

A. This Agreement shall be in full force and effect as of January 1, 1999 and shall remain in full force and effect including December 31, 2001 without any reopening date.

B. This Agreement shall continue in full force and effect from year to year thereafter, unless either party gives the other notice, in writing, no sooner than one hundred fifty (150) or no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Surf City, New Jersey on this 1 days of November, 2000, ~~1999~~.

AFSCME COUNCIL 71

BOROUGH OF SURF CITY

John P. Kennedy
James R. Wood

Leonard Kennedy
Gary Padon