

Contract no. ~~741~~ 541

X

AGREEMENT

BETWEEN

BOROUGH OF WILDWOOD CREST

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO, COUNCIL 71

LOCAL 3779C

WILDWOOD CREST, BLUE AND WHITE COLLAR WORKERS

	PREAMBLE	PAGE 1
ARTICLE I	RECOGNITION	PAGE 2
ARTICLE II	CHECK-OFF	PAGE 3
ARTICLE III	AGENCY SHOP	PAGE 5
ARTICLE IV	MANAGEMENT RIGHTS	PAGE 6
ARTICLE V	WORK SCHEDULES	PAGE 8
ARTICLE VI	OVERTIME	PAGE 10
ARTICLE VII	CALL-IN-TIME	PAGE 11
ARTICLE VIII	RATES OF PAY	PAGE 12
ARTICLE IX	LONGEVITY	PAGE 14
ARTICLE X	DIFFERENTIAL PAY	PAGE 15
ARTICLE XI	HOLIDAYS	PAGE 16
ARTICLE XII	VACATIONS	PAGE 17
ARTICLE XIII	SICK LEAVE	PAGE 18
ARTICLE XIV	BEREAVEMENT LEAVE	PAGE 20
ARTICLE XV	JURY DUTY	PAGE 21
ARTICLE XVI	MILITARY LEAVE	PAGE 22
ARTICLE XVII	LEAVE OF ABSENCE	PAGE 23
ARTICLE XVIII	MATERNITY LEAVE	PAGE 24
ARTICLE XIX	GRIEVANCE PROCEDURE	PAGE 25
ARTICLE XX	WORKER'S COMPENSATION	PAGE 28
ARTICLE XXI	GROUP INSURANCE AND PENSION	PAGE 29
ARTICLE XXII	SENIORITY	PAGE 30
ARTICLE XXIII	SAFETY, HEALTH AND HUMAN RELATIONS	PAGE 31
ARTICLE XXIV	EQUAL TREATMENT	PAGE 32
ARTICLE XXV	JOB POSTING	PAGE 33
ARTICLE XXVI	CLOTHING & MAINTENANCE ALLOWANCES	PAGE 34
ARTICLE XXVII	DISCIPLINARY ACTION	PAGE 35
ARTICLE XXVIII	GENERAL PROVISIONS	PAGE 36
ARTICLE XXIX	SEPARABILITY AND SAVINGS	PAGE 37
ARTICLE XXX	FULLY BARGAINED AGREEMENT	PAGE 38
ARTICLE XXXI	TERMINATION	PAGE 39

PREAMBLE

This Agreement entered into this 12th day of FEBRUARY,
1992, by and between the Borough of Wildwood Crest, hereinafter called
the "Borough" and Local #3779C, which is affiliated with the District Council
#71 of the American Federation of State, County and Municipal Employees,
AFL-CIO, hereinafter called the "Union", has as its purpose the promotion of
harmonious relations between the Borough and the Union; the establishment of
an equitable and peaceful procedure for the resolution of differences; and the
establishment of rates of pay, hours of work, and other conditions of
employment; and represents the complete and final understanding on all
bargainable issues between the Borough and the Union.

ARTICLE I - RECOGNITION

A. The Employer recognizes the Union as the bargaining Agent for the purpose of establishing salaries, wages, and other conditions of employment for all of its employees in the classifications listed in Appendix A, which is part of this Agreement or any other newly created positions.

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

C. The Borough of Wildwood Crest does not intend to employ permanent or provisional part-time employees as of the signing of this Agreement. The Borough does agree to commence negotiations immediately for the terms and conditions of employment if the Borough does decide to hire part-time employees in the future.

ARTICLE II - CHECK-OFF

A. The Borough agrees to deduct from the salaries of it's employees, subject to this Agreement, dues for AFSCME, District Council #71. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.C.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 of the Council together with the list of the names of all employees for whom the deductions were made by the fifteenth (15th) 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 the Council 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 to the Local Union shall furnish the Borough written notice of thirty (30) days prior to the effective date of such change and shall furnish to the Borough an official notification on the letterhead of the Local Union and signed by the President of the Local 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 it's members on the forms and deliver the signed forms to the Borough Treasurer.

F. The Union shall indemnify, defend, and save the Borough harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Union or by the Borough

in reliance upon the official notification on the letterhead of the Local Union and signed by the President of the Local Union advising of such changed deduction.

G. The Borough agrees to deduct the monthly credit union deduction from the pay of those employees who request in writing that such deduction be made.

ARTICLE III - AGENCY SHOP

A. The Borough agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment.

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

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

1. An indication of all employees terminating their employment during the previous thirty (30) days.
2. A list of all employees commencing leave of absence during the previous thirty (30) days.

ARTICLE IV - MANAGEMENT'S RIGHTS

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

1. To the executive management and administrative control of the Borough government and its properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement 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 it's powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other National, State, County or local laws or ordinances.

ARTICLE V - WORK SCHEDULES

- A. 1. The regularly scheduled work week shall consist of five (5) consecutive work days for all employees.
- 2. These days shall be Monday through Friday for all employees except Dispatchers, who shall work their consecutive days on a rotational basis.
- B. 1. The regular work day for all employees shall consist of seven (7) hours except for those people working in the Borough Hall, who shall work a six and one half (6½) hour day as listed below:

Borough Hall	9:00 A.M. - 4:30 P.M.
Public Safety	7:30 A.M. - 3:30 P.M.
Public Works	7:00 A.M. - 3:00 P.M.
Dispatchers	12 - 8
	8 - 4
	4 - 12

- 2. All employees shall receive one (1) hour for lunch, and a fifteen (15) minute break between the start of the shift and lunch and a fifteen (15) minute break between lunch and the end of the shift.

C. The regular starting time for work shifts shall not be changed without reasonable notice to the affected employees and without first having discussed the need for such changes with the Union at least two (2) weeks prior to the proposed date of implementation.

D. Where continuous operations are required on a twenty-four (24) hour per day, seven (7) days per week basis, employees assigned to such a

schedule will have their work assignments arranged in a manner which will provide, on a rotation basis, an equal share of both Saturdays and Sundays off to all such employees, distributed evenly throughout the year.

E. Where more than one (1) work shift per day within a classification is in effect, employees within such classification will be given preference of shifts in accordance with their seniority in accordance with Article XIX. Such preference will be exercised only when vacancies occur or when, for other reasons, changes in the number of employees per shift are being made. In no instance will a senior employee be required to wait longer than two (2) weeks in order to exercise his preference of shift over a less senior employee.

F. If the Borough and the Union mutually agree to increase the amount of hours in the work days established in B.1. above, those employees affected by the change shall have their base salary adjusted by taking their then hourly rate times the mutually agreed upon hours per week time fifty-two (52) weeks per year.

ARTICLE VI - OVERTIME

A. Overtime is defined as any time worked beyond an employees normal work week.

B. Time and one half (1 1/2) the employees regular rate of pay shall be paid for all work performed in excess of the normal work week.

C. An employee will receive payment for overtime in cash, unless there is prior authorization from His/Her department head to earn compensatory time. If the employee is unable to take the compensatory time off before the end of the calendar year in which such time was earned, the employee will be entitled to sell such compensatory time or carry it over at the employees option.

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

E. Overtime shall be paid currently, or at least no later than the second pay period after overtime was performed, unless budget restraints provide otherwise.

F. Time paid for (whether or not worked but not including overtime) will be considered as time worked for the purpose of computing overtime paid in accordance with this Article.

ARTICLE VII - CALL-IN-TIME

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

ARTICLE VIII - RATES OF PAY

A. Effective January 1, 1992, schedule #1 which follows, shall serve as the new salary structure for employees on the scale for 1992 and 1993.

1. All employees exceeding and/or not falling within the scope and parameters of schedule #1 shall receive a 5.5% wage increase added to their base salary effective January 1, 1992 and a 5.5% wage increase added to their base salary effective January 1, 1993.

B. Commencing January 1, 1992 all employees moving within the range and step schedule shall also move to the next step of their range on their anniversary date until they reach step seven (7). For purposes of this Article, anniversary date shall mean that date from whence full-time employment with the Borough did commence. Payment for said step increase shall commence on the first pay day at the beginning of the quarter in which your anniversary will occur.

C. Step one of the established schedules shall serve as the starting salary for any new hired employee after being placed in the appropriate range.

D. Any employee receiving a promotion to a higher level position within the existing range and step schedule shall be placed at the next possible step within the new range which will enable the affected, promoted employee to receive a base salary increase of at least \$1,000.00.

SCHEDULE #1

STEP	1	2	3	4	5	6	7
RANGE 1							
1/1/92	22,114.00	22,463.00	22,812.00	23,161.00	23,511.00	23,860.00	24,209.00
1/1/93	23,330.00	23,699.00	24,067.00	24,435.00	24,804.00	25,172.00	25,541.00
RANGE 2							
1/1/92	17,458.00	17,807.00	18,157.00	18,506.00	18,855.00	19,204.00	19,553.00
1/1/93	18,418.00	18,787.00	19,155.00	19,524.00	19,892.00	20,260.00	20,629.00
RANGE 3							
1/1/92	16,294.00	16,644.00	16,993.00	17,342.00	17,691.00	18,040.00	18,390.00
1/1/93	17,191.00	17,559.00	17,927.00	18,296.00	18,664.00	19,033.00	19,401.00
RANGE 4							
1/1/92	15,131.00	15,480.00	15,829.00	16,178.00	16,528.00	16,877.00	17,226.00
1/1/93	15,963.00	16,331.00	16,700.00	17,068.00	17,437.00	17,805.00	18,173.00
RANGE 5							
1/1/92	13,967.00	14,316.00	14,666.00	15,015.00	15,364.00	15,713.00	16,062.00
1/1/93	14,735.00	15,104.00	15,472.00	15,841.00	16,209.00	16,577.00	16,946.00
RANGE 6							
1/1/92	12,803.00	13,153.00	13,501.00	13,850.00	14,201.00	14,550.00	14,899.00
1/1/93	13,508.00	13,876.00	14,243.00	14,618.00	14,969.00	15,318.00	15,667.00
RANGE 7							
1/1/92	11,639.00	11,988.00	12,337.00	12,686.00	13,036.00	13,385.00	13,734.00
1/1/93	12,279.00	12,647.00	13,016.00	13,384.00	13,753.00	14,121.00	14,489.00

TITLES

- Range 1 - Mechanic
- Range 2 - Equipment Operator, Emergency Medical Technician, **CARPENTER**
- Range 3 - Maintenance Repairer, Sewerage Plant Operator
- Range 4 - Communication Operator, Deputy Municipal Court Clerk
Senior Account Clerk, Truck Driver, Recreation Leader
- Range 5 - Heavy Laborer, Senior Bookkeeper
Machine Operator, Senior Clerk Typist
- Range 6 - Laborer, Clerk Typist
- Range 7 - Building Maintenance Worker, Garage Attendant

ARTICLE IX - LONGEVITY

A. Longevity payments will be made each year to the employees covered by this contract in accordance with the schedule outlined below. Said payments will be made to the eligible employees no later than the first week in December of each year.

After 4 years up to 8 years	2% of annual pay
8 years 1 day up to 12 years	4% of annual pay
12 years 1 day up to 16 years	6% of annual pay
16 years 1 day up to 20 years	8% of annual pay
20 years 1 day up to 24 years	10% of annual pay
24 years 1 day and up	12% of annual pay

B. For time actually worked, any employee retiring during the course of the year shall be entitled to Longevity to be paid on a prorated basis and employees who do not work the entire year for any other reason will likewise be entitled to longevity on a prorated basis.

C. At the employees option, longevity will be added to his/her base salary for the last three years of service prior to retirement.

ARTICLE XI - HOLIDAYS

A. The following days are recognized as paid holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
July 4th
Labor Day
Columbus Day
General Election Day
Veterans Day
Thanksgiving Day and Day After
Christmas Eve Day
Christmas Day

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

C. In addition to the entitled Holidays an employee shall be eligible for three (3) Personal Days per year. Said three (3) days, if not used in the year earned will be carried over to the next year only. An employee must give 24 hours prior notice for time requested off, except in the case of an emergency where no advance notice is required. Permission for the use of personal days for periods other than in an emergency situation, will not be withheld unless the department head can show that the Health, Safety and/or Welfare of the Borough would be jeopardized by the employee's absence.

ARTICLE XII - VACATIONS

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

1. Up to one year of service, one working day vacation for each month of service; after one year and through (5) years of service, (12) working days vacation; commencing the 6th year and through (9) years of service, (15) working days vacation; commencing the 10th year of service and through (20) years of service, (20) working days vacation; commencing the 21st year of service, and each year thereafter (25) working days vacation.
2. Said employees shall have the right to take all vacation days that they would be entitled to for the year anytime during the year, unless it is determined by the Department Head that the granting of vacation time will adversely affect the operation of the Department, division or unit.

B. Vacation are to be taken in the year in which they are earned. Where in any calendar year, the vacation leave or any part thereof is not used, such vacation periods shall accumulate and shall be granted during the next succeeding year only.

ARTICLE XIII - SICK LEAVE

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

B. Immediate family is defined to include Mother and Father, Mother and Father-in-Law, Brother and Sister, Spouse, Children or Foster Children of the employee who reside in the home.

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

1. One (1) working day sick leave with pay for each month of service from the date of permanent appointment up to and including the anniversary of such appointment, and fifteen (15) days sick leave with pay annually thereafter.

If any employee requires none or only a portion of such allowable sick leave for any calendar year. The amount of such leave not taken shall accumulate to his credit from year to year, and he shall be entitled to such accumulated sick leave with pay when needed.

D. If any employee is absent for three (3) consecutive working days for reasons set forth in the above rule, the Borough or their designees may require acceptable medical evidence. When an illness is of a chronic or recurring nature causing occasional absences of one day or less, one proof of illness shall be required for every six month period. The proof of illness must specify the nature of the illness and that it is likely to cause periodic absences from employment.

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

ARTICLE XIV - BEREAVEMENT LEAVE

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

B. The employee's immediate family is considered to include spouse, children, brother, sister, parents, step-parents, parent-in-law, brother-in-law, sister-in-law, and grandparents and grandchildren of employee or spouse.

C. This provision also applies for any other relative which resides permanently with the employee.

D. Funeral leave with pay shall not exceed three (3) working days and shall terminate the day following the funeral. Leave with pay for one (1) day (day of funeral) shall be granted with pay for death of brother or sister-in-law.

E. The employer may request submission of proof.

ARTICLE XV - JURY DUTY

A. An employee who is called to jury duty shall immediately notify the employer.

B. An employee who is excused from jury service on any work day shall report to work for the remaining shift.

C. The employer agrees to pay the employee an amount, in addition to jury duty service fees, sufficient to guarantee no loss in wages on account of such absence from work.

ARTICLE XVI - MILITARY LEAVE

All provision of NJAC 4A:6-1 11 shall be applicable to this Article.

ARTICLE XVII - LEAVES OF ABSENCE

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

B. The Local shall be allotted a total of (10) days off per year to be utilized by the Local for union business (Convention, Seminars, conferences, and meetings called by the District Council).

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

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

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

ARTICLE XVIII - MATERNITY LEAVE

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

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

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

ARTICLE XIX - GRIEVANCE PROCEDURE

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

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

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

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

STEP ONE:

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

STEP TWO:

If no agreement can be reached orally within five (5) working days of the initial discussion with the Department Head, the employee or the Union may present the grievance, in writing, within five (5) working days thereafter to the appropriate commission 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 person 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 Public Employees 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/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her 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/her jurisdiction and authority as provided in this Agreement shall be binding upon the parties.

E. The designated Union Representatives 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.

ARTICLE XX - WORKER'S COMPENSATION

A. When an employee is injured on duty, he is to receive Worker's Compensation due him plus the difference between the amount received as compensation and his salary during the period of temporary disability, to a maximum of one (1) year.

B. In the event of continued temporary disability beyond the 1 year period aforementioned, the eligible employee will continue to receive the worker's compensation; if the employee is entitled to use and authorizes the Employer to charge time to accumulated sick leave, the employee may receive the difference between the amount received as worker's compensation and his salary.

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

D. An employee shall report an on-the-job injury immediately to his/her 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 XXI - GROUP INSURANCE AND PENSION

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

B. The Borough of Wildwood Crest shall provide health benefits, through a partially self-funded program, with coverages to be provided equal to or greater than that which was previously provided for under Blue Cross/Blue Shield 14/20 program, Rider J., Guardian Life, 100% Major Medical, Guardian Life Dental Plan, a \$1.00 deductible, paid Prescription Plan, and Vision Plan.

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

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

ARTICLE XXII - SENIORITY

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

B. Except where New Jersey 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 XXIII - SAFETY, HEALTH AND HUMAN RELATIONS

A. The Employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools, or devices that may be reasonably necessary to ensure their Safety and Health.

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

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

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

ARTICLE XXIV - 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 status, political affiliation, Union Membership, or Union activities.

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

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

D. Any and all new or revised policies or regulations will be posted by the Employer 5 days prior to implementations.

ARTICLE XXV - JOB POSTING

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

B. A copy of each notice posted will be forwarded to the appropriate Local Union Officer and Council.

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

ARTICLE XXVI - CLOTHING AND MAINTENANCE ALLOWANCES

A. The Borough agrees to continue to provide uniforms and maintenance to those employees currently receiving such.

B. The Borough agrees to provide all dispatchers with the required uniforms.

C. All communication operators shall receive \$100.00 per year for maintenance of the supplied uniforms.

ARTICLE XXVII - 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, written reprimand shall be inserted in the Employee's personnel folder.
4. Minor Disciplinary Action - consists of a fine or suspension up to 5 days.
5. Major Suspension - consists of a fine or suspension over 5 days after determination of Departmental hearing.
6. Termination - after determination of Department 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 XXVIII - GENERAL PROVISIONS

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

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

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

D. Employees who are covered by this Agreement shall perform duties and responsibilities concerning in the N. J. Department of Civil Service Job specifications for their positions.

E. The Borough shall be responsible for printing this Agreement within thirty (30) days of it's having been signed by the parties. The Union shall be responsible for the dissemination of the contract to all persons covered by this Agreement.

F. All permanent part-time employees covered by this Agreement (excluding seasonal and temporary) 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 XXVIX - 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 of or clauses shall be finally determined to be in violation of any law, then in such event, 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.

ARTICLE XXX - FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding of the settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXI - TERMINATION

A. This Agreement shall be in full force and effect as of January 1, 1992, and shall remain in effect to and including December 31, 1993, without any reopening date. 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:

Kevin M. Yocco
Borough Clerk

BY: *Joe P. Hall*
Mayor

American Federation of State,
County and Municipal Employees,
AFL-CIO, Council 71, Local 3779

ATTEST:

James J. Pullman

BY: *Robert C. Little*
Robert C. Little
Staff Representative

BOROUGH OF WILDWOOD CREST
COUNTY OF CAPE MAY
NEW JERSEY

RESOLUTION NO. 421-92

SUBJECT: A RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE BOROUGH OF WILDWOOD CREST, CAPE MAY COUNTY, NEW JERSEY, AND A.F.S.C.M.E. LOCAL #2210, AFL-CIO, COUNCIL #71, FOR THE PERIOD JANUARY 1, 1992 THROUGH DECEMBER 31, 1993.

WHEREAS, A.F.S.C.M.E., AFL-CIO, COUNCIL #71, LOCAL #2210 has been certified as the representative of those blue and white collar employees so designated and specifically included in the certificate of representation, under docket no. RO-87-108; and

WHEREAS, the bargaining team of said A.F.S.C.M.E. LOCAL #2210 and the bargaining team of the Borough of Wildwood Crest have met in extended session and have reached agreement on all of the bargainable issues existing between the Borough of Wildwood Crest, New Jersey, and A.F.S.C.M.E. LOCAL #2210; and

WHEREAS, it is the intent of the Board of Commissioners of the Borough of Wildwood Crest to comply with Chapter 303, P.L. 1968 by formalizing an agreement to contain the rights and duties of both employer and employee.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Borough of Wildwood Crest, County of Cape May and State of New Jersey as follows:

1. The allegations of the preamble hereto are