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MEMORANDUM

AGREEMENT

Between:

BOROUGH of BELMAR,
MONMOUTH COUNTY, NEW JERSEY

And

COMMUNICATIONS WORKERS OF AMERICA, A.F.L.-C.I.O., LOCAL 1032
REPRESENTING
ALL CLERICAL EMPLOYEES OF THE
DEPARTMENT OF ADMINISTRATION, FINANCE, CODE ENFORCEMENT,
PUBLIC SAFETY,
PUBLIC WORKS, PARKS AND RECREATION, AND
COMMUNICATION OPERATORS

of the

BOROUGH OF BELMAR
1992, 1993 & 1994

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PREAMBLE

THIS AGREEMENT made and entered into this 14th day of April, 1992, by and between the BOROUGH OF BELMAR, in the County of Monmouth, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Borough"), and the Communications Workers of America, A.F.L.-C.I.O., (hereinafter referred to as the "Union"), represents the complete and final understanding of all bargaining issues between the Borough and the Union, and is designed to maintain and promote harmonious relationship between the Borough and such of its employees in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

A. The Borough recognizes the Union as sole representative of the clerical employees of the Department of Administration, Finance, Code Enforcement, Public Safety, Public Works, Parks and Recreation, and Communications Operators and for the purpose of administrative clarity and understanding but excluding the Borough Clerk, Chief of Police and all other employees of the Borough of Belmar.

B. The titles as listed in "Schedule D-Clerical" shall prevail except part-time employees. The titles as listed in "Schedule B" shall prevail, except Police Chief.

ARTICLE II

(a) SICK LEAVE

A. DEFINITION

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employees' immediate family seriously ill requiring the care of attendance of such employee.

B. SERVICE CREDIT FOR SICK LEAVE

All permanent employees, or full-time provisional employees, shall be entitled to sick leave with pay based on their aggregate years of service.

C. AMOUNT OF SICK LEAVE

Sick leave with pay shall accrue to any full-time employee appointed after the effective date of this agreement on the basis of :

1. The first year of service: one working day of sick leave with pay for each month of service.
2. After completion of the first year of service: 15 days of sick leave with pay in every calendar year thereafter.
3. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employees' credit from year to year to be used if and when needed for such purpose.

4. In computing the amount of pay for sick leave there shall be deducted from said amount the amount of money, if any, which said employee is paid in accordance with the laws of the State of New Jersey for temporary disability, for any period for which said employee is entitled to such leave with pay.

D. REPORTING OF ABSENCE ON SICK LEAVE

If an employee is absent for reasons that entitle him to sick leave, the Borough Administrator or his/her designee shall be notified prior to the employees' starting time.

1. Failure to so notify the Borough Administrator or his/her designee may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

2. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

a. In the case of an illness of a chronic or recurring nature causing an employees' periodic or repeated absence from duty for one day or less, only one medical certificate shall be required for every 6 month period as sufficient proof of need of leave of absence of the employee; provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

b. An employee who has been absent on sick leave for periods totaling seven (7) non-verified days in any one (1) calendar

year consisting of periods of less than three (3) days, may be required by the Borough Administrator to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.

2. 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 at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize his or the health of other employees', except for periodic required physical and mental examinations. Only in such cases will the Borough be required to pay for physicians' expenses or fees.

3. A doctors' certificate shall be required as verification of the illness of a member of the employees' immediate family seriously ill requiring attendance of such employee.

a. Immediate family for the purposes of the use of sick leave shall be the following: spouse, child, brother, sister, father, mother, grandfather, grandmother, father-in-law, mother-in-law.

b. Pregnancy of spouse or childbirth shall not be included as a person seriously ill, unless there are medical complications proved by a doctors' certificate.

4. Employees will be notified by April 15th of the amount of their accumulated sick leave credits, including partial reimbursement credits, at the end of the preceding calendar year.

F. FOR DEATH IN THE FAMILY

Amended
1. Leave taken by reason of death in an employees' family shall be limited to the following relatives: spouse, child, brother, sister, father, mother, grandfather, grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, cousin of the first degree, step-parents and step-children, from the day of death to and including the day of burial, and shall not be charged to sick leave. Employees shall be granted up to three (3) days of bereavement leave per incident.

G. SICK LEAVE BONUS

1. Employees' not using any sick leave shall receive two (2) additional vacation days in the next calendar year. These additional days shall be used in the year credited and shall not be cumulative.

ARTICLE II
(b) PARTIAL REIMBURSEMENT FOR UNUSED SICK LEAVE

A. As of December 31, 1977 total credits for unused sick leave shall be computed for each employee as follows:

1. Total number of sick days not used by employee from beginning of employment multiplied by the average daily earnings rate for the period beginning January 1, 1968 (or the actual day of permanent employment, if after January 1, 1968) and ending December 31, 1977.

(a) The total number of sick days not used shall be determined by subtracting the actual number of sick days used from the beginning of employment to December 31, 1977 from the total number of sick days which an employee has earned for the same period. Days earned shall be computed at one day for each calendar month in the first year of employment and 15 days per year for each subsequent year.

(b) The daily earnings rate in each year shall be determined by dividing the total base pay as reported each calendar year to the respective pension systems by 260. Total pay reported to the pension systems includes base pay plus longevity and educational increments which are paid biweekly in the same manner as base pay.

(c) The average daily rate from January 1, 1968 (or the actual day of permanent employment if after January 1, 1968) and ending December 31, 1977 shall be determined by totaling the daily rates calculated for each year by paragraph A-1-b preceding and dividing the number of years from January 1, 1968 (or from the actual date of employment) to December 31, 1977.

B. For each calendar year subsequent to December 31, 1977:

1. The difference between the number of sick days used and the fifteen allowable sick days shall be added or subtracted from the total number of sick days as determined by subsection A-1-a preceding.

2. The daily earnings rate for such year, as determined as provided by subsection A-1-b preceding shall be

added to the total of the wage rates for the prior year and the actual date of employment to December 31st of the year in order to establish a new average daily earnings rate.

3. If the number of sick days used in such calendar year exceeds fifteen the difference shall be multiplied by the average earning rate computed as of December 31st of the prior year and then deducted from the total credit for unused sick leave as determined by Section A-1.

4. If the number of sick days used in such calendar year is less than fifteen the difference shall be multiplied by the earnings rate of the current year and added to the total credit for unused sick leave.

5. For each subsequent year the beginning total credits shall be the total as of December 31st. of the previous year as determined by subsequent B-3 preceding.

C At the time of retirement or death of employee, the partial reimbursement for unused sick leave shall be paid to the estate or individual 50% of total credits from unused sick leave.

D. 1. The retiring employee shall notify, in writing, the Administrator, of his/her intention to retire no later than the 31st day of December of the year preceding his/her contemplated retirement so that the Borough may arrange for said payments to be included in the budget for the year of contemplated retirement.

2. Failure to file said notice as indicated may cause said payment to be deferred by the Borough to the following year.

3. Retirement shall be such as is defined in the statutes of the State of New Jersey and the case law interpreting the same.

4. Any earned partial reimbursement for unused sick leave shall be paid to the deceased employees' estate in accordance with the formula previously set out in the within section.

E The partial reimbursement for unused sick leave payment provisions of the within agreement shall not be the subject of any future agreements of the Borough of Belmar with its employees.

ARTICLE III
HOLIDAYS

A. All employees covered by this Agreement shall receive a full days pay or compensatory time off (at the option of the employee) for each of the Thirteen (13) holidays. Said holidays are listed in N.J.S. 36:1-1 and 36:1-2 except General Election Day and with the addition of the day after Thanksgiving Day.

January 1st.
Martin Luther King
February 12th.
Third Monday in February
Good Friday
Last Monday in May
July 4th.
First Monday in September
Second Monday in October
November 11th.
Fourth Thursday in November
Fourth Friday in November
December 25th.

B. Communication Operators shall have the "First Tuesday After First Monday In November" (Election Day); not the Fourth Friday In November.

C. Clerical employees' shall discontinue work shift after working three (3) hours the day prior to Christmas Day. Communication Operators shall work their normal shift.

D. For clerical employees' only if any holiday falls on a Saturday, the previous Friday shall be considered the holiday. If any holiday fall on a Sunday, the following Monday shall be considered the holiday.

E. Police Communication Operators shall receive a full day's pay for any special holiday designated by the Borough Council for all other municipal employees.

ARTICLE IV
VACATIONS

A. Employees shall earn annual leave for vacation purposes on calendar year basis with pay in accordance with the following schedule:

1. Up to one (1) year of service-one (1) working day vacation for each month of service.

2. After one (1) year of service and through six (6) years of service-12 working days of vacation.

3. At seven (7) years of service and through eleven (11) years of service -15 working days of vacation.

4. At twelve (12) years of service and through sixteen (16) years of service-20 working days of vacation.

5. At seventeen (17) years of service-25 working days of vacation.

6. In the final year of service-all employees-1/12th of annual vacation for each month of service in final year.

B. The Borough Administrator shall be charged with setting up a mandatory vacation schedule. Individual changes in said schedule will not be granted without the written approval.

C. Earned vacations may not accumulate into subsequent calendar years without the approval of the Borough Administrator.

D. If there is a conflict regarding requested time and both employees submitted vacation schedule at same time, seniority with borough will be determining factor.

ARTICLE V
CLOTHING ALLOWANCE

A. Communication Operators shall receive an annual clothing maintenance allowance as follows: 1992-\$625.00, 1993-\$625.00 and 1994-\$650.00.

B. The Borough will reimburse any employee, exclusive of the clothing allowance, for clothing damaged in the line of duty without fault or negligence on the part of said employee, maximum Seventy-five Dollars (\$75.00) per annum.

C. The union employee working in the Marine Basin required to wear a uniform, shall receive an annual clothing allowance advance of One Hundred Fifty Dollars (\$150.00). The payment for clothing will be made to the extent the employee submit proof establishing the amount spent for the purchase of new clothing. No future payments will be made until such proof is furnished and the amount of payment is limited to that amount spent by the employee.

ARTICLE VI

LONGEVITY

A. Longevity pay is the percentage of the current annual base salary shall be paid to each permanent, full-time employee on the following basis:

1. All permanent, full-time employees shall receive longevity pay effective as of the first day as of the first full month of service after permanent appointment as follows: On completion of five (5) years of service-2% of base pay not including overtime, On completion of ten (10) years of service-4% of base pay not including overtime. On completion of fifteen (15) years of service-6% of base pay not including overtime. On completion of twenty (20) years of service-8% of base pay not including overtime. On completion of twenty-five (25) years of service-10% of base pay not including overtime.

2. Date of permanent appointment shall mean the effective date of regular appointment approved by the Department of Personnel of the State of New Jersey. Where no list has been established by the Department of Personnel and a provisional appointment is made, the date of regular appointment shall be considered the date of provisional appointment when the provisional appointee is later approved as a regular appointment by the Department of Personnel. Years of service need not be continuous. Net time in a permanent, full-time appointment shall be used to arrive at the number of years of service.

ARTICLE VII

OVERTIME

A. Clerical employee overtime shall be defined for 1992, and 1993 as time worked in excess of seven (7) hours in a calendar day or seventy (70) hours in a two-week work cycle, except for employees' in the Library, the position of Principal Clerk Stenographer in the Police Department and Clerk/Typist/Mayor's Secretary, which positions shall receive overtime for time worked in excess of eighty (80) hours per two-week work cycle.

B. Clerical employee overtime shall be defined ~~for 1994~~ as time worked in excess of seven and one half (7 1/2) hours in a calendar day or seventy-five (75) hours in a two-week work cycle, except for employees' in the Library, the position of Principal Clerk Stenographer in the Police Department and Clerk/Typist/Mayor's Secretary, which positions shall receive overtime for time worked in excess of eighty (80) hours per two-week work cycle.

C. Communication Operators overtime shall be defined as time worked in excess of eight hours (8) in a calendar day or forty hours (40) in a one-week work cycle.

D. Overtime shall be compensated at a time and a half rate.

E. Communication operators have the option of being compensated in cash or compensatory time. If the compensatory time option is elected, the employee shall be credited with one and one-half hours of compensatory time for each hour of overtime worked. Compensatory time is limited to accumulate to not more than eighty hours (80) and may be carried from one year to the next.

However, no more than forty hours (40) of such compensatory time off may be added to any vacation period.

E. Communication operators called in off-duty hours will be granted a minimum of two hours (2) of pay, provided call in duty is not continuous with said employees' regular scheduled tour of duty.

F. Communication operators shall be given overtime assignments on the following basis:

1. Operators shall be given the first opportunity to receive overtime assignments for dispatcher work.

2. Overtime assignments shall be distributed on a rotation seniority basis, with the most senior employee having the first opportunity for overtime.

3. Overtime assignments shall first be offered on a voluntary basis. In the event that no volunteers are available, involuntary overtime assignments may be made.

ARTICLE VIII

SALARIES

A. Salaries shall be as set forth in Schedules B, and D-Clerical attached hereto and made a part hereof.

B. All current employees' covered by Schedules B, and D-Clerical upon promotion from one grouping to the next will be placed on the third step.

ARTICLE IX
INSURANCE PROTECTION

A. The Borough Shall continue to provide and maintain all insurance coverage that is in force and in effect at the present time.

B. The Borough will purchase the coverage provided by the State Health Benefits Program which presently includes:

1. Blue Cross/Blue Shield 14/20 Series.
2. "Extended Basic Outpatient Benefits" and "Extended Basic Benefits" commonly known as "Rider J" Benefits.
3. Major Medical Insurance.

C. The Borough will purchase coverage provided by a Dental Insurance Plan.

D. The Borough will purchase coverage provided by a Prescription Insurance Plan.

E. Any employee not enrolling in the State Health Benefits Program or similar program during any calendar year shall receive Five Hundred Dollars (\$500.00) additional compensation on or before December 15th of the current year.

F. Employees hired after January 1st. may qualify after having attained permanent status, on a pro rata basis. In computing the amount payable said sum shall be divided by twelve and multiplied by the number of months remaining in that year.

G. For those employees who retire and who satisfy the eligibility requirements set by law which permit the Borough to assume the cost of providing post-retirement health insurance

coverage for that employee (and his/her spouse) through the New Jersey State Health Benefits Plan, the Borough shall pay the cost for that post-retirement health insurance coverage.

H. The Borough shall enroll the employees in the State Plan for Temporary Disability Benefits Program [effective January 1, 1988.] The parties understand that under current law this plan is financed by the employer and each employee contributing 0.5 percent of each employees' taxable wages.

I. The Borough shall provide each employee with an eyeglass prescription and examination insurance plan at no cost to the employee. [For 1988 the insurance coverage shall be for the employee only. For 1989 and 1990 the insurance coverage shall be for the employee and family.] For 1991 and every year thereafter, employee and family coverage shall be provided.

J. Communication operators shall be provided an annual hearing test.

K. The Borough reserves the right to change insurance carrier so long as substantially similar benefits are provided.

L. Reopener Clause:

1. In 1994, if the Borough and the Blue Collar bargaining unit, represented by the I.U.E., sign a contract that includes a provision that requires new hires only to contribute to the cost of dependent hospitalization insurance, the C.W.A. will agree to the same provision, under the same conditions, as agreed to by the I.U.E.

2. In 1994, if the Borough and the Blue Collar bargaining unit, represented by the I.U.E., sign a contract that

includes a provision that requires then current employees to contribute to hospitalization insurance, both parties agree to open negotiations on the same subject. It is understood that neither party is obligated to agree to a settlement on this issue. However, in the event the parties are unable to reach agreement, they agree to submit the issue to mediation.

ARTICLE X
PERSONAL DAYS

A. Each clerical employee shall be granted three personal days per annum which shall not be cumulative.

B. Communication operators shall be granted two personal days per annum in 1992, 1993 and 1994 which shall not be cumulative.

C. Employees hired after January 1st., may qualify for personal days after having attained permanent status.

D. Personal days shall accrue at the rate of one day per each six month period for communication operators and at the rate of one and one half day per each six month period for clerical employees.

ARTICLE XI
GRIEVANCE PROCEDURE

A. Purpose:

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

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. Definition:

1. The term "grievance" as used herein means a dispute between parties over the interpretation, application or violation of policies, agreements, and administrative decisions affecting the employees. It is expressly understood, however, that no grievance may proceed beyond Step One herein unless it constitutes a complaint or controversy arising over the interpretation of the terms and conditions of this Agreement.

2. It is further understood that disputes concerning terms and conditions of employment governed by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step One herein. It is further understood that this Grievance Procedure cannot be invoked to obtain any matter which the UNION sought but could not obtain at the bargaining table during the negotiations that led to this Agreement.

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:

(a) An aggrieved employee or the UNION on behalf of an aggrieved employee or employees of the Borough shall institute action under the provisions hereof within five (5) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his 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.

(b) The immediate supervisor shall render a decision as soon as possible but not later than five (5) working days after receipt of the grievance.

Step Two:

(a) In the event a satisfactory settlement has not been reached, the employee or the UNION shall, in writing and signed, file his grievance with the Borough Administrator within three (3) days following the determination at Step One.

(b) The Borough Administrator shall render a decision in writing as soon as possible but not later than five (5) working days from the receipt of the grievance.

Step Three:

In the event the grievance has not been resolved at Step Two, then within five (5) days following the determination, the

matter may be referred to the Borough Council as a whole, who shall review the matter and make a determination as soon as possible but not later than ten (10) working days from the receipt of the grievance.

Step Four:

If the grievance is not settled through Steps One, Two and Three, either party shall have the right within fifteen (15) work days to submit the dispute to arbitration pursuant to the rules and regulations of the New Jersey State Board of Mediation. The costs for 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.

D. Authority of the Arbitrator:

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 of the United States, and shall 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 in writing with findings of fact and reasons therefor, and shall be final and binding on the parties.

E. No response at any Step in this procedure by the Borough or its agents shall be deemed to be a negative response and

upon the termination of the applicable time limits, the grievant may proceed to the next step, upon written notice to the Borough Administrator.

F. Time limits may be extended by the parties by mutual written agreement.

G. The Borough reserves the right to file in writing a grievance on its behalf with the Representatives of the UNION, which shall conduct a conference with the representatives of the Borough within ten (10) days of filing of the grievance, and said conference representatives shall render a joint written determination^t within fifteen (15) days of the conference. In the event the Borough is dissatisfied with the aforementioned written determination, it may proceed to arbitration in accordance with the provisions of this Article.

H. The aggrieved employee has a right to be represented by an official of the UNION in Steps One, Two and Three above.

I. In the event the aggrieved elects to pursue remedies available through the Department of Personnel, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the decision rendered by the Borough Council on the grievant. In the event the grievant pursues his remedies through the Department of Personnel, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant.

ARTICLE XII
DEPARTMENTAL MEETINGS

A. Communication operators required to attend any Belmar Police Departmental meeting shall be compensated by credit of a minimum of one hour working time per meeting.

B. This credited working time will be paid at a time and a half rate if it satisfies the definition of overtime set forth in Article VII.

ARTICLE XIII

EMERGENCY DAYS OFF DUE TO INCLEMENT WEATHER

A. If the Mayor or the Council President declare an emergency day off due to inclement weather, and have an announcement to that effect broadcast on local radio then all employees covered by this agreement are entitled to one day off with pay.

ARTICLE XIV
LEGAL DEFENSE

A. In accordance with N.J.S.A. 40A:14-155, whenever a Police Communication Operator is a Defendant in any action or legal proceeding arising out of or incidental to the performance of his/her duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his/her defense in a disciplinary proceeding instituted against him/her by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the Police Communication Operator, he/she shall be reimbursed for the expense of his/her defense.

ARTICLE XV
COURT APPEARANCES

A. Communication operators required to appear in Municipal Court while off-duty shall be credited with a minimum of one hour's (1) working time.

B. Communication operators required to appear in County Court or Superior Court while off-duty shall be credited with a minimum of four hour's (4) working time

C. Time credited pursuant to sections A and B of this Article shall be paid at at time-and-a-half rate if it satisfied the definition of overtime set forth in this Agreement.

D. All Court appearances pursuant to sections A and B of this Article shall be related directly to the employees position as a Police Communications Operator.

E. Jury Duty and Witness Leave.

All employees' covered by this Agreement shall be granted necessary time off without loss of pay when summoned and performs jury duty as prescribed by applicable law. In no event is any employee to be excused from work for more days than those of such duty performed. The employee shall notify the borough immediately of the requirement for this leave and subsequently furnish evidence that he/she performed the duty for which the leave was required. The employee shall be permitted to keep all remuneration received when said employee performs jury duty.

ARTICLE XVI
OUT OF TITLE PAY

If any employee works outside of his/her classification for one or more days per week at the request of management, he/she shall receive the rate of pay for that classification or the rate of pay for his/her own classification, whichever is higher, for the total number of hours worked outside of his/her classification during that week. If the employee works at a higher job classification said employee will be paid at the same basis as though said employee were provisionally promoted to said job title.

ARTICLE XVII

NONDISCRIMINATION

The Borough and the Union agree there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, physical handicaps, political affiliation, Union membership or nonmembership, or legal association activity permitted herein. The parties further agree not to interfere with the right of employees to become or not to become members of the Union.

The Borough and the Union agree that no one shall be subjected to harassment nor to abusive language, and that everyone shall be treated within the accepted standards of common decency, courtesy and respect. The Union recognizes its responsibility as exclusive collective negotiations agent and agrees to represent all employees in the Unit without discrimination.

ARTICLE XVIII
ACCESS TO PERSONNEL FILES

Upon written request and with reasonable notice an employee shall be permitted to review and examine his/her personnel file in the presence of an appropriate representative of the Borough. Requests from the employee for copies of documents in the file shall be honored.

If any material, derogatory or adverse to the employee is placed in his/her personnel file, a copy of such material shall be sent to the employee. No document of anonymous origin against an employee shall be eligible for the personnel file. An employee may file a written response of reasonable length for inclusion into the personnel file, to any derogatory or adverse memoranda or documents. Copies of any written documents, relating to discipline or the work performance of any employee, which are to be used by the Borough in any disciplinary proceedings, grievance hearings, or final evaluation report, will be given to the employee upon request. Derogatory or adverse material shall not be utilized in any disciplinary action after two (2) years from the date of the incident complained of in such material.

ARTICLE XIX

DUES DEDUCTION AND REPRESENTATION FEE

A. The Employer agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Employer, during each calendar month, the amount of monthly dues. Dues shall be such amount as may be certified to the Employer by the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made. Deduction of union dues made pursuant hereto shall be remitted by the Employer to the Union: c/o Treasurer, Communications Worker of America, AFL-CIO, Local 1032, 900 Brunswick Avenue, Trenton, New Jersey 08638, by the tenth (10) day of the month following the calendar month in which such deductions are made together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the local Union President.

B. All deductions agreed upon in Paragraph A above will be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e) as amended.

C. The Employer further agrees to deduct, in accordance with P.L. 1979, Chapter 477, as it related to the Agency Shop provisions, from the pay of each bargaining unit employee covered by this Agreement who does not furnish a written authorization for deduction of Union dues, a representation fee not to exceed eighty-five percent (85%) of regular Union membership dues, commencing ninety (90) days after the date of hire of such employee. However, in the event of rehire, such dues shall commence after thirty (30) days of date of rehire.

D. When an employee is granted a leave of absence, any authorization for deduction of dues shall be automatically suspended. Such suspended authorization shall be automatically resumed when the employee returns to work.

E. When an employee who has authorized the Employer to deduct Union dues is temporarily promoted or transferred to a non-bargained for position for a period of one (1) full week or more, the dues deduction authorization will continue in effect until the temporary promotion or transfer exceeds four (4) full weeks.

However, such deduction shall not exceed the amount deducted immediately prior to the temporary promotion or transfer. If such temporary promotion or transfer exceeds this four (4) week period, any authorization for the deduction of Union dues shall be automatically suspended. Should the temporary promotion or transfer be terminated by return bargained for position within one (1) year of the date of such promotion or transfer, dues deductions shall be automatically reinstated without requiring a new authorization from the employee.

When an employee who has authorized the Employer to deduct Union dues is temporarily promoted to a higher classification within the bargaining unit and is shown on payroll records as being on the higher classification, Union dues shall be based on the higher rate of pay for as long as the employee remains in the higher classification.

F. The Union shall maintain or establish a demand and return system in accordance with N.J.S.A. 34:13A-5.5 through 5.9 and the Representation Fee Rules of the Public Employment Relations Commission Appeal Board.

G. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of any of the above deductions.

ARTICLE XX
UNION RIGHTS AND REPRESENTATIVES

A. Access to Premises.

1. Union officials and duly authorized representatives (officers), whose names and identifications have been previously sent to and acknowledged by the Borough, shall be admitted to the premises of the Borough on Union business.

2. Union officials and representatives (officers) shall have the right to consult with employees in the bargaining unit. The Borough shall designate appropriate facilities for such meetings.

B. A maximum of three members of the Union may comprise the negotiating team and shall be allowed to attend negotiation sessions, without loss of pay, when such sessions are scheduled during normal working hours.

C. Officers shall have the right to take action while on duty if an emergency situation arises concerning Union business. He/she shall request permission from his/her immediate supervisor to leave his/her post before any action is taken and such permission shall not be unreasonably withheld.

D. The Borough will provide space on the existing bulletin board in a central location for the use of the Union in posting notices concerning Union business and activities. Further, duplicate notices may be posted by the Union at the Marina and Library. The posting of said notices shall be under the control of the Union Representative.

ARTICLE XXI
SEPARABILITY AND SAVINGS

A. 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 or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXII

TERM AND RENEWAL

A. This Agreement shall be effective as of January 1, 1992 and shall remain in full force and effect up to and including December 31, 1994 and in any event shall continue in full force and effect until a successor agreement is reached.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Belmar, New Jersey, on this 25th day of April, 1992.

Communications Workers of
America,

Robert W. Purcell

Paul Pologruto
Paul Pologruto - Local 1032

Members of Negotiation Team

James A. Harned
Anne J. O'Donnell
Sharon A. Wilks
Kathryn Garrett

Borough of Belmar
Monmouth County

Kenneth E. Pringle
Kenneth E. Pringle, Mayor

Attest:

Charles J. Pringle
Borough Clerk