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A G R E E M E N T

Between:

BOROUGH OF AVALON,  
CAPE MAY COUNTY, NEW JERSEY.

BOOK DOES  
**NOT CIRCULATE**

-and-

LOCAL NO. 1983,  
CIVIL AND PUBLIC EMPLOYEES OF AVALON, N. J.,  
INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES, AFL-CIO

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September 1, 1972 through December 31, 1974

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PREAMBLE

This AGREEMENT entered into this *1<sup>ST</sup>* day of *SEPTEMBER,* 1972, by and between the BOROUGH OF AVALON, in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough", and LOCAL NO. 1983, CIVIL AND PUBLIC EMPLOYEES OF AVALON, N. J., INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES, AFL-CIO, hereinafter called the "Union" represents the complete and final understanding on all the bargainable issues between the Borough and the Union.

ARTICLE I

RECOGNITION

A. In accordance with the "Certification of Representative" of the Public Employment Relations Commission dated April 25, 1972 (Docket No. RO-426), the Borough recognizes the Union as the exclusive collective negotiations agent for all employees covered in the aforementioned Certification and more specifically including all laborers, truck drivers, mechanical operators, sewer and water maintenance, equipment operators, conservation commission workers, and all other employees in the Public

Works Department of the Borough of Avalon and excluding office and clerical workers, managerial executives, police, professional and craft employees and supervisors within the meaning of the Act.

## ARTICLE II

### 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. 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 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 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 III

#### 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 may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

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

staff and having the grievance adjusted without the intervention of the Union.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the Borough.

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 shall institute action under the provisions hereof within two (2) working 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 two (2) working days shall be deemed to constitute an abandonment of the grievance.

(b) The Supervisor shall render a decision within five (5) working days after receipt of the grievance.

Step Two:

(a) In the event a satisfactory settlement has not been reached, the employee shall, in writing and signed, file his complaint with the Commissioner (department head) or his representative within five (5) working days following the determination by the Supervisor.

(b) The Commissioner (department head), or his representative, shall render a decision in writing within five (5) working days from the receipt of the complaint.

Step Three:

(a) In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the department head the matter may be submitted to the Mayor and Commissioners.

(b) The Mayor and Commissioners shall review the matter and make a determination within ten (10) working days from the receipt of the complaint.

Step Four - Arbitration:

(a) Either party may refer the matter to the American Arbitration Association within ten (10) working days after the determination of the Mayor and Commissioners. An arbitrator shall



be selected under the rules of the AAA.

(b) The arbitrator shall be bound and governed by the provisions of this Agreement and 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.

(c) The costs for the services of the arbitrator shall be borne equally by the Borough and the Union. Any additional costs shall be paid by the party incurring same.

D. Union Representation in Grievance Procedure

1. At the request of the aggrieved employee, the Shop Steward may participate in the grievance procedure at Step One.

2. The International Representative of the Union may participate in the grievance procedure at Step Two.

3. The International Representative and the Shop Steward of the Union may participate in the grievance procedure at Step Three.

4. The International Representative and the Shop Steward of the Union may participate in the grievance procedure at Step Four.

ARTICLE IV

SENIORITY

A. Seniority, which is defined as continuous employment with the Borough from date of last hire, will be given due consideration by the Borough under the following circumstances:

1. The most senior employees shall be given preference in the selection of vacations provided that there is no interference with the normal operations of the Borough.

2. The most senior employees shall be given preference for job openings provided such employee(s) has the necessary qualifications including skill and ability to perform the work.

ARTICLE V

UNION REPRESENTATIVES

A. Accredited representatives of the Union may enter the Borough facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the Union decides to have its representative enter the Borough facilities or premises, it will request such permission from the appropriate Borough representatives and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations

of the business of Borough Government or normal duties of employees. There shall be no Union business transacted nor meetings held on Borough time or property.

B. One Shop Steward and one assistant Shop Steward may be appointed to represent the Union in grievances with the Borough.

## ARTICLE VI

### HOURS AND OVERTIME

A. The normal working week shall consist of forty (40) hours per week, eight (8) hours per day, five (5) days a week.

B. All work performed in excess of the specified hours in any work day or any work week, shall be considered overtime and shall be paid for on the following basis:

1. Up to January 1, 1974 - Straight time pay.
2. On and after January 1, 1974 - Straight time pay plus one-half (1/2) compensatory time.

C. Compensable time off shall be scheduled by the Borough so as not to interfere with the work load of the Borough Government. However, the desires of the employee shall be taken into consideration in such scheduling.

D. Overtime shall be distributed as equitably as possible and all employees shall be expected to work a reasonable amount of overtime when requested by the Borough.

E. Employees called in to work on their off-days or called back to work after they have left the premises on a regularly scheduled work day shall receive a minimum of two (2) hours of pay in accordance with Section B above for all work performed under such circumstances.

F. The overtime provisions of this clause shall apply only to permanent full-time employees.

## ARTICLE VII

### HOLIDAYS

A. The following holidays shall be recognized:

- |  |                                     |
|--|-------------------------------------|
| 1. New Year's Day                                      | 8. Columbus Day                     |
| 2. Lincoln's Birthday                                  | 9. Veteran's Day                    |
| 3. Washington's Birthday<br>(Third Monday in February) | 10. General Election Day            |
| 4. Good Friday   | 11. Thanksgiving Day                |
| 5. Memorial Day  | 12. Day After Thanks-<br>giving Day |
| 6. Independence Day                                    | 13. Christmas                       |
| 7. Labor Day   | 14. Municipal Election Day          |

B. Employees who are scheduled to work on the recognized holidays noted in this Article shall be paid on the basis of straight time for actual hours worked on the holiday, plus a day paid at straight time for the holiday as such.

## ARTICLE VIII

### VACATIONS

A. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; twelve (12) working days' vacation thereafter for every year and up to ten (10) years of service; fifteen (15) working days' vacation after the completion of ten (10) years and up to twenty (20) years of service; twenty (20) working days' vacation after the completion of twenty (20) years of service. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

ARTICLE IX

HOSPITALIZATION AND INSURANCE

A. The Borough shall continue to provide Blue Cross, Blue Shield, major medical and term life insurance coverage in the amount of three thousand (\$3,000) dollars for all permanent full-time employees who have completed their probationary period.

B. The Borough shall have the right to change insurance carriers so long as substantially similar benefits are provided.

ARTICLE X

SICK LEAVE

A. Service Credit for Sick Leave

1. All permanent employees shall be entitled to sick leave with pay in accordance with the schedule noted below.

2. As used in this Article, sick leave shall mean paid leave that may be granted to an employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease.

B. Amount of Sick Leave

1. Each employee shall be entitled to five (5) days sick leave in any one year.

2. Commencing January 1, 1973 the minimum sick leave with pay that shall accrue to any employee shall be on the basis of two-thirds ( $2/3$ ) of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and eight (8) working days in every calendar year thereafter.

3. Commencing on and after January 1, 1973 any amount of sick leave not used in any calendar year shall accumulate to the employee's credit from year to year up to a maximum of thirty (30) working days to be used if and when needed for such purpose.

4. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment.

5. Commencing on and after January 1, 1974 the minimum sick leave with pay that shall accrue to any employee shall be on the basis of five-sixths ( $5/6$ ) of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and ten (10) working days in every calendar year thereafter.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

(a) Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(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 more than three (3) consecutive working days shall be required to submit a physician's certificate to the Borough Treasurer providing acceptable medical evidence to substantiate the illness.

2. In addition, the Borough may require proof of illnesses for periods of up to three (3) days, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.



ARTICLE XI

SALARIES AND COMPENSATION

A. All employees covered by this Agreement shall receive a lump sum salary adjustment in the amount of seventy-five (\$75.00) dollars for 1972 to be paid between November 1 and December 15, 1972.

B. Commencing January 1, 1973 all employees covered by this Agreement shall have their individual annual salary adjusted upward in the amount of six (6%) per cent.

C. Commencing January 1, 1974 all employees covered by this Agreement shall have their individual annual salary adjusted upward in the amount of seven (7%) per cent.

ARTICLE XII

LONGEVITY

A. Effective January 1, 1973 the following longevity plan shall be instituted based upon the employee's length of continuous and uninterrupted service with the Borough:

1. Five (5) years of service - 2% longevity pay based upon employee's base salary.
2. Ten (10) years of service - 4%.
3. Fifteen (15) years of service - 6%.
4. Twenty (20) years of service - 8%.
5. Twenty-five (25) or more years of service - 10%.

B. Longevity pay shall be computed and become effective as of January 1 following the year in which the employee has completed the aforementioned periods of service. However, individuals employed between January 1 and January 10 shall be considered to have a January 1 starting date for the purposes of this Article only.

### ARTICLE XIII

#### SHIFT DIFFERENTIAL

A. Commencing January 1, 1973 the following shift differential shall be paid:

1. Second and Third Shift - Ten (10¢) cents per hour over the First Shift rate.

### ARTICLE XIV

#### TEMPORARY OR SEASONAL EMPLOYEES

A. Temporary or Seasonal employees compensated at an hourly wage rate shall be paid no more than the pro rated rate of permanent full-time employees unless such temporary or seasonal employees possess in the opinion of management certain special skills.

ARTICLE XV

BULLETIN BOARD

One bulletin board shall be made available by the Borough at each of the following locations: Sewerage Disposal Plant and Public Works Yard. These bulletin boards may be utilized by the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The department head or his representative may have removed from the bulletin board any material which does not conform with the intent and provisions of this Article.

ARTICLE XVI

WORK RULES

The Borough may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement and further provided that the Union shall have the right to grieve with reference to the same within five (5) days after the same are posted or disseminated and/or a copy sent to the Union.

ARTICLE XVII

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i. e. , the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article III.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Borough.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

### ARTICLE XVIII

#### NON-DISCRIMINATION

A. There shall be no discrimination by the Borough or the Union against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union and shall not solicit membership in the Union or the payment of dues during working time.

ARTICLE XIX

DEDUCTIONS FROM SALARY

A. The Borough agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N. J. S. A. (R. S.) 52:14-15.9(e), as amended. Said monies together with records of any corrections shall be transmitted to the Union office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Borough written notice prior to the effective date of such change and such notification shall be signed by the President and Secretary of the Local Union.

ARTICLE XX

FUNERAL LEAVE

A. Leave with pay not exceeding three (3) days shall be granted to an employee in the event of death in his immediate family. The term "immediate family" for the purpose of this Article shall include:

1. The employee's spouse, child, parent, brother or sister.
2. The child, parent, brother or sister of his spouse.
3. A relative living under the same roof.

ARTICLE XXI

SEPARABILITY AND SAVINGS

A. The Borough and the Union recognize the applicability of Presidential Executive Order 11615 signed by President Nixon on August 15, 1970, establishing a 90-day freeze on prices, rents, wages, and salaries and agree to abide fully by its provisions and other applicable present or future Executive Orders or legislation. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event any or all of the salary increases or adjustments or other economic changes for 1972 or beyond cannot be legally made effective, such increases shall be omitted or proportionately adjusted according to law.

B. 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

PROBATIONARY PERIOD

A. Every person hired or appointed shall be deemed to be a temporary employee and on probation in the position to which he is hired or appointed for a period of four (4) months. Prior to his completion of the probationary period, the employee shall be evaluated by the Board of Commissioners and/or Departmental Commissioner to determine whether he shall be granted permanent status or dismissed.

B. Temporary, Seasonal, part-time and probationary employees shall not be entitled to any fringe benefits.

ARTICLE XXIII

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on 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 of the parties at the time they negotiated or signed this Agreement.



ARTICLE XXIV

TERM AND RENEWAL

This Agreement shall be in full force and effect as of September 1, 1972 and shall remain in effect to and including December 31, 1974, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Avalon, New Jersey, on this 22<sup>nd</sup> day of September, 1972.

LOCAL NO. 1983,  
CIVIL AND PUBLIC EMPLOYEES  
OF AVALON, N. J.,  
INTERNATIONAL BROTHERHOOD  
OF PAINTERS AND ALLIED  
TRADES,  
AFL-CIO

BOROUGH OF AVALON,  
CAPE MAY COUNTY, N. J.

By: John D. Mac Kee

By: Raymond J. Wall

ATTEST:

ATTEST:

Stephen J. Romanowski  
Craig Ritchie

Virginia Allen

