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A G R E E M E N T

Between

Avalon Borough of
BOROUGH OF AVALON

(CAPE MAY COUNTY) NEW JERSEY

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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X January 1, 1982, through December 31, 1983

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PREAMBLE

This AGREEMENT entered into this 4th day of March, 1982, 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 Representation" of the Public Employment Relations Commission dated August 11, 1980, (Docket #R0-80-202, R0-80-205), the Borough recognizes the Union as the exclusive Collective Bargaining Agent for the employees covered in the aforementioned Certification and more specifically including all white collar employees of the Borough of Avalon, including the following titles: Clerk, Clerk Typist, Stenographer, Receptionist, Police Dispatchers, but excluding supervisors, confidential employees, managerial executives, professional and craft employees, police officers, fire fighters, and all other employees.

ARTICLE I-A
MANAGEMENT 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 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 II
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 department 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 from the interpretation, application or violation of policies, agreements, and administrative decisions which affect the terms and conditions of employment of an employee.

C. Procedure:

1. 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:

(a) Step One:

1. An employee shall institute action under the provisions hereof within three (3) 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. For Dispatchers the term immediate supervisor shall be defined as "Lieutenants of Police and Chief of Police". Failure to act within said three (3) working days shall be deemed to constitute an abandonment of the grievance.

(b) Step Two:

(1) In the event the grievance has not been resolved at Step One, then within five (5) working days the matter may be submitted to the Mayor and Business Administrator.

(2) The Mayor and Business Administrator shall review the matter and issue a written decision within ten (10) working days from the receipt of the complaint.

(c) Step Three:

(1) In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the Mayor and Business Administrator the matter may be submitted to the Borough Council.

(2) The Borough Council shall provide the grievant the opportunity for a full and impartial hearing of the dispute with both sides (union and management) offering argument and testimony where necessary. Said hearing is to be held within five (5) working days after receipt by the Borough Clerk and a written decision rendered by Council within ten (10) working days from the date of the hearing.

(d) Step Four:

In the event that the grievance has not been resolved at Step Three, an employee may within five (5) working days following receipt by him of the determination of the Borough Council submit the matter to the Public Employment Relations Commission for binding arbitration.

In the event that the employee shall elect to submit the grievance for binding arbitration, the following provisions shall apply:

- (a) An arbitrator shall be selected pursuant to the rules of a Public Employment Relations Commission.
- (b) The arbitrator shall be bound by the parameters of the grievance definition stated above in this Paragraph B of this Article.
- (c) The decision of the arbitrator shall be final and binding upon the parties.
- (d) The cost of the services of the arbitrator shall be borne equally by the Borough and the Union. The arbitrator shall set forth the findings of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitration hearing, unless otherwise agreed to by the parties.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, the grievance procedure herein established by this agreement between the Employer and the Union shall be utilized for any dispute covered by the terms of this agreement or affecting the employees covered hereunder.

Union Representation in Grievance Procedure:

1. The Shop Steward may be present and participate in the grievance procedure at Step 1.

2. The Business Agent of the local Union may participate in the grievance procedure at Step 2 and at all steps subsequent thereto.

3. The International Representative of the Union and any other Union personnel deemed appropriate by the Business Agent may participate in the grievance procedure at Step 3 and at all steps subsequent thereto.

4. At any meeting between a representative of the Borough and any employee in which discipline (including warnings which are to be included in the personnel file, suspension, demotion, discharge or withholding of wages because of tardiness or unauthorized absence) is to be announced, a Union representative may be present if the employee so requests.

ARTICLE III

LEGAL REFERENCE

A. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local Laws, except that any necessary amendments to existing ordinances to effect any changes agreed to in this Agreement, shall be duly enacted by the Borough Council of the Borough of Avalon.

ARTICLE IV

SENIORITY

A. Seniority standing shall be granted to all employees in the bargaining unit. This standing is to be determined on the basis of actual length of continuous service from the latest date of permanent employment with the Borough. Full time employees of the bargaining unit shall establish seniority by successfully completing the probationary period as set forth in this contract and thereafter their names shall be placed on the seniority list of their occupational classification on a bargaining unit-wide basis.

B. The Borough shall utilize experience, ability, aptitude, qualifications, attendance, and physical condition as the criteria for promotion of employees to job classification having a higher rate of pay. When all of the aforementioned factors combined are substantially equal in the judgment of management, seniority shall be a deciding factor.

C. Lay-offs, as the result of a reduction of force, shall begin with those employees having the least seniority in their occupational classification. For purposes of lay-off, probationary employees shall be terminated first in order of their date of latest continuous employment with the Borough.

D. A senior employee may displace the junior employee in a lower classification within the pre-determined job classification grouping as set forth in Appendix "D" of the contract, unless placement can be made by the Borough to a vacancy in the lower classification. In the exercise of seniority for lay-off, due consideration shall be given to experience, ability, aptitude, qualifications, attendance and physical condition to determine the ability to successfully perform the work required by job into which the employee will be "bumping". When, in the judgment of management, the employee is qualified to perform the duties of the position with

ARTICLE IV
SENIORITY (continued)

minimal retraining, then the employee may "bump" to the position. If not qualified to "bump", then the employee will be terminated subject to rehire according to seniority in the inverse order of lay-off.

E. The Borough shall mail or hand deliver to the Union Business Representative at his office, which address shall be supplied to the Borough by the Union, copies of any documents pertaining to promotions or demotions of employees or creation or abolition of job titles. The Borough shall also post notification of all openings in job classifications covered by the within Agreement on the Union Bulletin Board at least 10 days prior to the filling of same.

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 shall request permission from the Business Administrator stating the reasons therefore and such permission will not be unreasonably withheld, provided there will be no interference with the normal operations of the business of the Borough Government or the 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. Whenever changes to the Union are made by the election of a Shop Steward and/or Assistant Shop Steward, the names of the newly elected representatives shall be submitted, in writing, to the Business Administrator.

C. During negotiations, authorized representatives, not to exceed four (4), may be excused from their normal work duties to participate in collective negotiations sessions that are mutually scheduled to take place during their regularly scheduled work time and shall suffer no loss of regular pay thereby.

ARTICLE VI
LEAVES OF ABSENCE

A. A leave of absence without pay may be granted for good cause, to any employee for a period of up to six (6) months under the conditions set forth below. The leave may be extended for an additional period of time, not to exceed an additional six (6) months.

B. The request for an unpaid leave in accordance with this Article, shall be submitted in writing at least thirty (30) days prior to the date upon which leave is requested to commence; however, in an emergency, the Business Administrator may waive the advance notice clause. Such request shall be directed to the Business Administrator and shall state the reasons for the leave. A request for leave to take another position shall not be granted.

ARTICLE VII

HOLIDAYS

A. The following days shall be recognized as holidays with pay for full-time Borough employees for the years 1982 and 1983:

- | | |
|---|--|
| 1. New Year's Day ✓ | 10. Columbus Day ✓ |
| 2. Martin Luther King Day ✓ | 11. Veteran's Day ✓ |
| 3. Lincoln's Birthday ✓ | 12. Thanksgiving Day ✓ |
| 4. President's Day ✓ | 13. Friday following Thanksgiving Day |
| 5. Good Friday ✓ | 14. Friday preceding Christmas ✓
in 1982 and 1983 |
| 6. General Election Day ✓ | 15. Monday following Christmas ✓
in 1982 and 1983 |
| 7. Memorial Day ✓ | 16. Three Personal Holidays ✓ |
| 8. Independence Day (1982 celebrated ✓
Monday, July 5) | |
| 9. Labor Day ✓ | |

B. Employees who work on the actual holidays noted above shall be paid at the rate of time and one-half for actual hours worked on the holiday, plus the straight time rate for hours not worked on the holiday. Holiday rate will only be paid for work performed on the stated holidays in the contract.

C. Personal holidays shall be taken at the discretion of the employee provided they do not interfere with the work schedule and meets with approval of the Division Head.

ARTICLE VIII

VACATIONS

The Borough will provide each full-time employee with an annual paid vacation in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>NUMBER OF WORKING DAYS</u>
0 - 1	7
2 - 5	12
6 - 10	14
11 - 15	17
16 - 20	21
21 - 25	24
Over 25	28

Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Business Administrator unless the Business Administrator determines that it cannot be taken because of pressure of work. Any unused vacation, as the result of the Business Administrator's decision, may be carried forward into the next succeeding year only.

ARTICLE IX
HOURS AND OVERTIME

A. The basic work week for clerical personnel (excluding Police Dispatchers) shall be from 8:30 A.M. to 4:00 P.M., 32½ hours per week, with one hour off for lunch each day Monday through Friday. Personnel shall not be paid for time not worked due to lateness. The time taken for meals shall not be utilized in computing the employees hourly rate.

B. Hours worked by clerical personnel over the six and one-half hours regularly scheduled workday to forty hours per week will be compensated at a straight time rate using compensatory time or paid time at the employee's option.

C. All hours worked by clerical personnel over forty hours per work week shall be paid for at one and one-half times the straight time rate.

D. Employees called to work on their days off or called back to work after they have left the Borough premises on a regularly scheduled workday shall receive a minimum of two (2) hours pay at the premium rate of time and one-half (1½). The employer shall have the right to retain the employee on duty for the minimum time period.

E. Borough proposes that Dispatchers work a 42 hour work week in accordance to the Schedule attached at Appendix E of this Agreement.

F. If an employee is placed on a "stand-by" duty, he shall be compensated for such "stand-by" duty at compensatory time off at the straight time rate of pay.

G. If a Dispatcher is recalled to duty or he is held over his normal eight (8) hour tour, at the request of his immediate supervisor, he shall be paid overtime in accordance with the following schedule:

ARTICLE IX - HOURS AND OVERTIME

SECTION G. (continued)

1. 0 to 30 minutes, one-half hour overtime shall be paid.

30 to 60 minutes, one hour overtime shall be paid.

2. The second hour and each subsequent hour thereafter will be paid according to the following schedule:

0 to 20 minutes, one-half hour overtime shall be paid.

20 to 60 minutes, one hour overtime shall be paid.

The employer shall have the right to retain the employee on duty for the minimum time period.

ARTICLE XII

HOSPITALIZATION & INSURANCE

A. The Borough shall provide Blue Cross/Blue Shield coverage (14/20 Plan) with Major Medical, Rider J and Maternity Benefits.

B. The Borough shall provide liability insurance coverage for employees acting in the course of their employment, including the operation of their private vehicles in the course of such employment.

C. The Borough shall supply to all employees, necessary legal advice and counsel, in defense of charges filed against them in performance of their duties, in accordance with applicable New Jersey Statutes.

D. The Borough shall provide Blue Cross/Blue Shield coverage after retirement until age 65 or until such time as the retiree is eligible for Medicare.

E. The Borough shall provide term life insurance to each active employee and retired employee in the amount of Five Thousand Dollars (\$5,000.00).

F. The Borough shall continue to provide each active employee a prescription drug insurance plan at no cost to the employee commencing on January 1, 1981.

G. The Borough shall provide each active employee a New Jersey Dental Care Program (Blue Shield Preferred Schedule Program #2-G with \$25.00 deductible in 1982 and no deductible in 1983, plus Orthodontics Option to \$500) for the employee and his family.

ARTICLE XIII

OPTION TO RETURN TIME FOR SALARY

A. An employee shall have the option upon proper notice to the Business Administrator prior to October first of receiving salary in lieu of vacation time. This shall apply for a maximum of seven (7) working days. Payment is to be made in the first pay in December of the current year.

ARTICLE XIV
SALARIES AND COMPENSATION

1. Members of the bargaining unit shall be allocated to one of the following classifications:

Clerk Typist I
Accounting Clerk
Secretary
Dispatcher I
Dispatcher II

2. General descriptions of the duties of each classification are at Appendix A of this contract.

3. Bargaining unit member allocations to respective classifications are at Appendix B of this contract.

4. For the calendar years 1982 and 1983, Bargaining Unit members shall be granted a pay increase over and above the base salaries shown at Appendix C of this contract.

ARTICLE XV

SEPARABILITY AND SAVINGS

A. If any provisions 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 effected thereby and shall continue in full force and effect.

ARTICLE XVI

BULLETIN BOARD

One bulletin board shall be made available by the Borough. This bulletin board 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 XVII

NON-DISCRIMINATION

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

B. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

C. 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.

ARTICLE XVIII
DEDUCTIONS FROM SALARY

A. The Borough agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. In addition, pursuant to Assembly Bill #688, enacted into law on or about February 28, 1980, effective July 1, 1980, the Borough agrees to deduct from the salaries of its employees subject to this Agreement but not members of the Union a representation fee in lieu of dues for services rendered by the majority representative, in an amount equal to 85% of the regular membership dues, fees and assessments paid by members of the Union less the cost of benefits financed through the dues and assessments and available to and benefiting only members of 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.

C. The Union will provide the necessary "check-off authorization" form and deliver the signed forms to the Borough Treasurer. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason

of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Union to the Borough.

D. In the monthly report to the Union office specified in Paragraph A above, the Borough shall provide, inter alia, the following:

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

ARTICLE XIX

UNIFORMS

A. The Borough shall continue to furnish uniforms to police dispatchers as heretofore.

ARTICLE XX
MILITARY LEAVE

A. Any employee called into the armed forces of the United States during national emergency or drafted shall be given all the protection of applicable laws and leave of absence shall be granted.

ARTICLE XXI

COMMENDATION AND HONORABLE MENTION

A. At the discretion of the Chief of Police, compensatory time for the following rewards shall be granted:

1. For Honorable Mention - one (1) day and for Commendation - two (2) days.

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 Department Head to determine whether he shall be granted permanent status or dismissed.

ARTICLE XXIII

LONGEVITY PAY

A. In addition to salary, employees shall receive longevity pay to be computed at two percent (2%) of the employees' base pay for every four (4) years of service to a maximum of ten percent (10%). Longevity pay shall be computed from the original date of full time employment.

ARTICLE XXIV

FULLY BARGAINED PROVISIONS

The parties acknowledge that during the bargaining which preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this agreement. Therefore, the Borough and the Union for the life of this agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to, or not settled, during bargaining, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. Such matters shall not be subject to the grievance procedure.

ARTICLE XXV
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1982, and shall remain in effect to and including December 31, 1983. 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 one hundred twenty (120) 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 4th day of March, 1982.

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

BOROUGH OF AVALON
CAPE MAY COUNTY
NEW JERSEY

ATTEST:

Samuel C. Kelly Business Rep
Robert D. Johnson
Evelyn Lind

BY Esseworth Armacost
MAYOR

ATTEST:

Virginia Oler
BOROUGH CLERK

APPENDIX A
POSITION DESCRIPTIONS

1. Clerk Typist I

Performs routine typing and general clerical duties such as answering the telephone, filing, operating a mimeograph or zerox machine, operating an adding machine, etc.

2. Accounting Clerk

Performs record or account keeping, cashiering, simple auditing or related tasks. May run a bookkeeping machine.

3. Secretary

Performs more complex clerical work involving the taking of shorthand. Normally an incumbent in this classification will be in charge of an entire office and work for a department head or division chief.

4. Dispatcher II

Operates a two-way radio in the receipt and transmission of ambulance, police, and fire calls.

5. Dispatcher I

An entry level (training) position for Dispatcher II. An individual will fill the Dispatcher I classification for his/her probationary period and if accepted as a permanent employee will automatically be promoted to Dispatcher II.

NOTE:- The above descriptions are not meant to be all inclusive but are simply a guide for allocating present and future bargaining members to a pay classification.

APPENDIX B
POSITION ALLOCATION

<u>NAME</u>	<u>POSITION TITLE</u>
Jane Stapleton	Clerk Typist I
Pat Gray	Accounting Clerk
Betty Lowry	Accounting Clerk
Jean Mullin	Accounting Clerk
Evelyn Lind	Secretary
Sandra Ridler	Secretary
Mary Monks	Secretary
Madge Anderson	Secretary
Robert Jensen	Dispatcher II
Francis Sperduto	Dispatcher II
Ruth Ouram	Dispatcher II
Lawrence C. Kenney	Dispatcher II

APPENDIX C

1982 and 1983 PAY RATES

NAME	NEW HIRE OR PROMOTION BASE RATE	1981 SALARY	1982	1983
JANE STAPLETON (Clerk Typist I)	\$ 7,500	\$ 10,227	+9%	+8%
PAT GRAY (Accounting Clerk)	\$ 7,700	\$ 8,600	+9%	+8%
BETTY LOWRY (Accounting Clerk)	"	\$ 7,900	+9%	+8%
JEAN MULLIN (Accounting Clerk)	"	\$ 7,900	+9%	+8%
EVELYN LIND (Secretary)	\$ 8,000	\$ 10,900	+9%	+8%
SANDRA RIDLER (Secretary)	"	\$ 9,900	+9%	+8%
MARY MONKS (Secretary)	"	\$ 8,800	+9%	+8%
MADGE ANDERSON (Secretary)	"	\$ 8,300	+9%	+8%
ROBERT JENSEN (Dispatcher II)		\$ 12,484	+9%	+8%
FRANCIS SPERDUTO (Dispatcher II)		\$ 11,200	+9%	+8%
RUTH OURAM (Dispatcher II)		\$ 10,160	+9%	+8%
LAWRENCE C. KENNEY (Dispatcher II)		\$ 9,536	+9%	+8%
----- (Dispatcher I) Entry Level)	\$ 8,736			

APPENDIX D

SENIORITY, LAY-OFF AND RECALL PROCEDURE
INTERCHANGEABLE OCCUPATION CLASSIFICATIONS

1. Secretary
Clerk Typist I
2. Accounting Clerk
3. Dispatcher II
Dispatcher I

a. "Bumping" to prevent lay-off is accomplished from top to bottom of grouping: i.e., a secretary who is senior bumps the junior secretary in the classification; the junior secretary bumps the junior Clerk Typist I to whom he/she is senior.

b. "Bumping" to prevent lay-off only occurs within the group: i.e., Secretary may not bump an Accounting Clerk or a Dispatcher.