

AGREEMENT

BETWEEN BOROUGH OF WILDWOOD CREST

-AND-

WILDWOOD CREST RESCUE CAREER EMPLOYEES

JANUARY 1, 2005 THROUGH DECEMBER 31, 2011

TABLE OF CONTENTS

	PREAMBLE-----	PAGE 1
ARTICLE I-----	RECOGNITION-----	PAGE 2
ARTICLE II-----	CHECK-OFF-----	PAGE 3
ARTICLE III-----	AGENCY SHOP-----	PAGE 4
ARTICLE IV-----	MANAGEMENT RIGHTS-----	PAGE 5
ARTICLE V-----	WORK SCHEDULES-----	PAGE 6
ARTICLE VI-----	OVERTIME-----	PAGE 7
ARTICLE VII-----	CALL-IN-TIME-----	PAGE 8
ARTICLE VIII-----	RATES OF PAY-----	PAGE 9
ARTICLE IX-----	HOLIDAYS AND PERSONAL DAYS-----	PAGE 10
ARTICLE X-----	VACATIONS-----	PAGE 11
ARTICLE XI-----	SICK LEAVE-----	PAGE 12
ARTICLE XII-----	BEREAVEMENT LEAVE-----	PAGE 13
ARTICLE XIII-----	JURY DUTY-----	PAGE 14
ARTICLE XIV-----	MILITARY LEAVE-----	PAGE 15
ARTICLE XV-----	LEAVES OF ABSENCE-----	PAGE 16
ARTICLE XVI-----	MATERNITY LEAVE-----	PAGE 17
ARTICLE XVII-----	GRIEVANCE PROCEDURE-----	PAGE 18
ARTICLE XVIII-----	WORKER'S COMPENSATION-----	PAGE 20
ARTICLE XIX-----	GROUP INSURANCE AND PENSION-----	PAGE 21
ARTICLE XX-----	SENIORITY-----	PAGE 22
ARTICLE XXI-----	SAFETY, HEALTH & HUMAN RELATIONS-----	PAGE 23
ARTICLE XXII-----	EQUAL TREATMENT-----	PAGE 24
ARTICLE XXIII-----	JOB POSTING-----	PAGE 25
ARTICLE XXIV-----	CLOTHING AND MAINT. ALLOWANCES-----	PAGE 26
ARTICLE XXV-----	DISCIPLINARY ACTION-----	PAGE 27
ARTICLE XXVI-----	GENERAL PROVISIONS-----	PAGE 28
ARTICLE XXVII-----	SEPARABILITY AND SAVINGS-----	PAGE 29
ARTICLE XXVIII-----	FULLY BARGAINED AGREEMENT-----	PAGE 30
ARTICLE XXIX-----	TERMINATION-----	PAGE 31

PREAMBLE

This Agreement entered into this 29<sup>th</sup> day of DECEMBER, 2005, by and between the Borough of Wildwood Crest, hereinafter called the "Borough" and the full-time career emergency medical technicians 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 classification of "emergency medical technician", which is part of this Agreement or any other newly created positions.

B. Temporary 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 reserves the right to employ permanent or provisional part-time employees.

## ARTICLE II - CHECK-OFF

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement and provided a majority of the employees so direct in writing, dues for Union as required. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.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 together with the list of the names of all employees for whom the deductions were made by the fifteenth (15) 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 Union 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, the Union shall furnish the Borough written notice 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 Union and signed by the President of the 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 its 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 Union and signed by the President of the Union advising of such changed deduction.

### 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 in the event the dues section of this agreement is properly activated. 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 eight-five percent (85%) 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.

D. Copies disciplinary charges, or other notices relating to disciplinary action, shall be furnished to the Union upon written authorization to the Borough by the employee within a reasonable period of time thereafter. The Borough shall maintain a file of written refusals by the employees to authorize the Borough to forward such documents to the Union. Copies of all disciplinary charges or notices relating to disciplinary action against any member or agency shop employee shall be furnished to the President or Shop Steward of the Union within seventy-two hours of receipt of written authorization from the affected employee after the presentation of charges.

#### ARTICLE IV - 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 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. 11A or any other National, State, County or local laws or ordinances.

## ARTICLE V - WORK SCHEDULES

A. 1. Emergency Medical Technicians work a 28 day cycle, under the 7K Exemption of the Fair Labor Standards Act, whereby 24 hour shift work is utilized; i.e. work one 24 hour period, off one 24 hour period, on one 24 hour period, off one 24 hour period, on one 24 hour period and then off four consecutive 24 hour periods. The cycle is then repeated throughout the 28 day period, with total time worked in a calendar year equaling 2912 hours.

2. All employees shall receive one (1) hour for lunch as well as one (1) additional hour off for dinner during each 24 hour shift. All employees shall receive two fifteen (15) minute breaks between the start of the shift and the end of the shift. All time off which is expended for meals and break time shall be spent within a three (3) mile radius of the Wildwood Crest Rescue Squad Building.

B. 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 change with the Union at least two (2) weeks prior to the proposed date of implementation.



## ARTICLE VI - OVERTIME

A. Overtime is defined as any time worked beyond an employee's normal work schedule. The Emergency Medical Technicians are subject to the provisions of the Fair Labor Standards Act, 7K Exemption, for work assignments spanning a twenty-eight (28) day cycle; said period constituting the "normal work schedule".

B. Time and one-half (1 1/2) the employee's regular rate of pay shall be paid for all work performed in excess of the normal hours to be worked during the 28 day cycle.

C. Employee shall have the option of receiving pay or compensatory time in lieu thereof for overtime worked provided an understanding is reached between the Department Head and affected employee(s) on the date the overtime work is scheduled as to how overtime will be applied. No employee, however, shall be permitted to have more than 96 hours of accrued compensatory time and, on this basis, must receive overtime pay when this threshold is reached.

D. In so far as practicable, overtime shall be distributed as equally as possible 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 the overtime was performed.

F. Only time actually worked shall be factored in with overtime calculations. For purposes of this Article only, therefore, time charged off for any accumulated or earned time shall not count toward the overtime threshold during any twenty-eight (28) day cycle.

ARTICLE VII - CALL IN TIME

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

B. Employee shall have the option of receiving pay or compensatory time in lieu thereof for overtime worked provided an understanding is reached between the Department Head and affected employee(s) on the date the overtime work is scheduled as to how compensation for call in time will be applied subject, however, to the limitations imposed by Article VI, Section C above.

ARTICLE VIII - RATES OF PAY

Year/Level	2006	2007	2008	2009	2010	2011
8 <sup>th</sup>	35,800	36,962	38,163	39,403	40,682	42,000
7 <sup>th</sup>	34,800	35,189	36,648	37,700	38,700	39,200
6 <sup>th</sup>	32,425	33,416	35,136	36,000	36,420	36,800
5 <sup>th</sup>	30,740	31,643	33,624	34,300	34,600	35,000
4 <sup>th</sup>	29,055	29,870	32,112	32,600	32,800	33,000
3 <sup>rd</sup>	28,100	28,800	30,200	30,500	30,700	30,900
2 <sup>nd</sup>	26,100	26,300	26,700	26,900	27,400	27,800
1 <sup>st</sup>	24,000	24,000	24,300	24,500	25,000	26,000

A. Hired prior to 1/1/96, place on 2006 grid at level 7; there shall be no retroactive pay for any employees in calendar year 2005.

B. Hired between 7/1/01 and 6/30/02, place on 2006 grid at level 5.

C. Hired between 7/1/02 and 6/30/03, place on 2006 grid at level 4.

D. Hired between 7/1/03 and 12/31/05, place on 2006 grid at level 3.

E. Effective 1/1/06, employee hired in a provisional/permanent capacity prior to July 1 of any year shall be placed on grid at level 1 of that year and shall move to level 2 effective the January 1<sup>st</sup> immediately following his/her appointment, and shall move diagonally thru the grid each January 1<sup>st</sup> thereafter.

F. Effective 1/1/06, employee hired in a provisional/permanent capacity subsequent to June 30 of any year shall be placed on the grid at level 1 in the year of hire and shall move horizontally on the grid effective the January 1<sup>st</sup> immediately following his/her appointment. The employee shall move diagonally to level 2 on the grid effective the second January 1<sup>st</sup> following his/her appointment.

G. Each permanent/provisional full-time employee on the payroll effective December 31, 2005 shall receive a one-time FIVE HUNDRED DOLLAR (\$500.00) stipend, said stipend to be in addition to the \$500.00 shift differential pay received by each permanent/provisional employee in calendar year 2005; said stipend to be provided on or before January 30, 2006.

ARTICLE IX – HOLIDAYS AND PERSONAL TIME

A. The days indicated hereinbelow are recognized as holidays and employees shall receive time and one-half for each hour worked during a holiday:

- New Years Day
- Martin Luther King's Birthday
- President's Day
- Easter
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day
- General Election Day
- Veterans' Day
- Thanksgiving Day
- The Day After Thanksgiving
- Christmas Eve
- Christmas Day

B. In recognition of the fact that employees do not receive the foregoing days as actual holidays during which business operations are closed, the Borough shall provide a straight time payment equal to 156 hours, or the appropriate pro-rata share, at the employee's regular rate of pay; said payment shall be in the form of a stipend and will be paid the last pay in December each year.

B. In addition to the foregoing Holiday entitlements, an employee shall be eligible for forty-five (45) hours of personal time. Said time, if not used in the year earned will be carried over to the next succeeding 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 X - VACATIONS

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

1. In the initial year of hire, eleven and one-quarter (11 1/4) hours of vacation for each month of service; after the initial year and through five (5) years of service, one-hundred thirty-five (135) hours; commencing the sixth (6th) year and through nine (9) years of service, one-hundred sixty-eight (168) hours vacation; commencing the tenth (10th) year of service and through twenty (20) years of service, two-hundred twenty-four (224) hours of vacation; commencing the twenty-first (21st) year of service and each year thereafter, two-hundred eight-eighty (280) hours of vacation. Employees hired prior to July 1<sup>st</sup> of any year shall receive one (1) full year credit toward vacation entitlements in the year of hire. Employees hire on or after July 1<sup>st</sup> of any year shall receive no credit for vacation entitlements for the balance of said year.

2. Said employees shall have the right to take all vacation leave in that they would be entitled to for the year any time 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. Vacations 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 XI - SICK LEAVE

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

B. Immediate family is defined as spouse, children, step-children, brother, sister, parents, step-parents, parent-in-law, brother-in-law, sister-in-law, and grandparents and grandchildren of employee or spouse.

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

1. Eleven and one-quarter hours (11 1/4) hours of sick leave with pay for each month of service from the date of permanent or provisional appointment up to and including the end of that calendar year, and one-hundred sixty-eight (168) hours of sick leave with pay annually thereafter. If an 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/her credit from year to year and he/she shall be entitled to such accumulated sick leave with pay when needed.

D. If any employee is absent for two (2) consecutively assigned shifts, notwithstanding the fact that an off day would occur in between, 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 (6) month period. The proof of illness must specify the nature of the illness and that it is likely to cause periodic absences from employment. Excluding time charged to sick leave for which a Doctor's certificate has been supplied under the foregoing conditions, the intermittent use of one-hundred sixty-eight (168) or more sick hours in any calendar year shall subject the employee to the submission of acceptable medical evidence for each and every illness or injury thereafter.

E. Any unused sick leave shall be paid to the employee upon retirement after fifteen (15) years of service, at a maximum of \$15,000.00 in accordance with the provisions of Chapter 46 of the revised code of the Borough of Wildwood Crest.

ARTICLE XII - BEREAVEMENT LEAVE

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

B. The employee's immediate family, under this article only, is considered to include spouse, children, step-children, brother, sister, parents, step-parents, parent-in-law, brother-in-law, sister-in-law, grandparents, grandchildren.

C. Funeral leave with pay shall be provided for up to thirty-three and three-quarter (33 3/4) hours, and may commence from the date of death but shall not extend beyond the day following the funeral and/or burial.

ARTICLE XIII - JURY DUTY

A. An employee who is called to jury duty shall immediately notify the employer and shall not be made to suffer the loss of wages during the period required to serve.

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



ARTICLE XIV - MILITARY LEAVE

A. All provisions of N.J.A.C. 4A:6-1.11 shall be applicable to this Article.

ARTICLE XV - LEAVES OF ABSENCE

A. Leave of absence for employees shall be granted as provided under N.J. Department of Personnel statutes, rules and regulations, except as otherwise provided.

B. 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 six (6) months with the approval of the employer and the N.J. Department of Personnel.

C. Employees returning from an authorized leave of absence for illness, military, job related education or maternity, but excluding leaves granted for any other personal reasons, 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. Employees on leave of absence without pay for personal reasons shall cease accumulation of all accrued time and related benefits during the period of the leave and, specifically, the Borough will not be responsible to provide the employee with benefits provided within Article XIX during the period(s) of any unpaid leave. However, if the employee elects to retain coverage during that period, the Borough will continue to provide same but it must be paid by the employee at the time the leave shall be commenced.

D. 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 XVI - MATERNITY LEAVE

A. 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.

B. Such employee 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 upon presentation of a doctor's certificate setting forth the necessity therefore.

## ARTICLE XVII - 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 ten (10) calendar 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 seven (7) working days of the initial discussion with the Department Head, the employee or the Union may present the grievance, in writing, within seven (7) working days thereafter to the appropriate commissioner 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 employee 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 the Public 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 to the interpretation and application of the terms of this Agreement and to the issues submitted to him 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 jurisdiction and authority as provided in this agreement shall be binding upon the parties.

E. The designated Union Representative 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 XVIII - WORKER'S COMPENSATION

A. When an employee is injured on duty, he/she shall receive Worker's Compensation due him/her at the required percentage established statutorily.

B. Employees leaving the assigned work premises, for personal reasons, do so at their own risk from a Workers' Compensation standpoint as coverage is not provided.

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 worker's compensation panel of physicians 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 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 XIX - GROUP INSURANCE AND PENSION

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

B. Beginning sixty (60) days after the commencement of permanent or provisional full-time status, the Borough of Wildwood Crest shall provide health benefits through the New Jersey State Health Benefits Program for hospitalization and a prescription drug program. The Borough shall continue to provide a dental plan through Delta Dental and a vision reimbursement plan. The Borough reserves the right to change providers so long as substantially similar benefits are provided.

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 fifteen (15) years of service with the Borough. 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. However, upon retirement, any employee hired on or after 4-4-94, shall be responsible for the payment of 15% of the cost of the premium for having a substantially similar health benefits program provided by a major carrier such as blue cross/blue shield, but that the percentage paid will be at the then current rate afforded the Borough.

ARTICLE XX - 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 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 XXI - SAFETY, HEALTH AND HUMAN RELATIONS

- A. The Employer shall at all times maintain safe and healthful working conditions.
- B. The Borough agrees to meet from time-to-time with the union, by mutual consent, to discuss agendaed safety, health, and human relations topics or issues.

ARTICLE XXII - 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 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 five (5) days prior to implementation.

ARTICLE XXIII - 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 range, 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. 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 XXIV - CLOTHING AND MAINTENANCE ALLOWANCES

A. The Borough will provide clothing for emergency medical technicians for their required on duty use; the precise components of which are as follows:

- 3 Class B Duty Uniform pants
- 3 Class B Duty Summer Uniform Shirts
- 3 Class B Duty Winter Uniform Shirts
- 3 Class B Duty Shorts
- 4 T-Shirts
- 1 Class B Duty Belt
- 1 Class B Duty Footwear
- 1 Winter Cap
- 1 Baseball Cap
- 1 Winter Coat
- 1 Pair Winter Gloves
- 1 Three Season Coat
- 1 Set of Turn-out Gear

B. All items set forth hereinabove shall be supplied through a Quartermaster system and the initial order and replacement components shall be made, and thereafter determined "on an as needed basis" by the appointing Authority or his designee.

C. Required personal (protective) equipment damaged or destroyed in the line of duty shall be replaced by the Borough at the standard plan costs, i.e. "usual and customary" amounts. The essential personal protective equipment shall be limited to prescription eyewear, hearing aides, or the like; but shall not include sunglasses, watches, rings, or related items. Notice of loss, with the damaged or destroyed item(s) shall be presented to the Department Head on the date of loss. Reimbursement shall only be made upon verification of the loss/damage by the Department Head on the date of the incident that said loss/damage occurred in the line of duty. All information must be submitted to the Treasurer's Office within forty-eight (48) hours of the incident and attached to the voucher with receipts in order for reimbursement to be made.

ARTICLE XXV - 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, the written reprimand shall be inserted in the employee's personnel folder.
4. Minor Disciplinary Action - consists of a fine or suspension up to five (5) days.
5. Major Suspension - consists of a fine or suspension over five (5) days after determination of Departmental Hearing.
6. Termination - after determination of Departmental 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 XXVI - 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 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 the agreement shall perform duties and responsibilities as contained in the N.J. Department of Personnel job specifications for their positions.

E. The Borough shall be responsible for drafting this agreement and the Union shall be responsible for the printing and dissemination of same.

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

A. This agreement shall be in full force and effect as of January 1, 2005, and shall remain in effect up to and including December 31, 2011. 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:

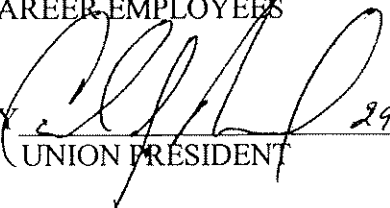
  
BOROUGH CLERK

BY   
CARL H. GROON,  
MAYOR

WILDWOOD CREST RESCUE  
CAREER EMPLOYEES

ATTEST:

  
UNION REPRESENTATIVE

BY  29 Dec 2005  
UNION PRESIDENT

BOROUGH OF WILDWOOD CREST  
COUNTY OF CAPE MAY  
NEW JERSEY

RESOLUTION NO. 156-05

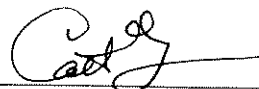
WHEREAS, the WILDWOOD CREST RESCUE CAREER EMPLOYEES, hereinafter known as UNION, has been certified as the representative of the "emergency medical technicians" of the Borough of Wildwood Crest so designated and specifically included in the appropriate certificate of representation, under Docket No. RO-2005-088; and

WHEREAS, the bargaining team of said UNION and the bargaining team of the Borough of Wildwood Crest have held multiple negotiation sessions and have reached agreement on all of the bargainable issues existing between the Borough and UNION which were (or could have been) the subject of negotiation; 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 that which has been negotiated by and between both parties.

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

1. The allegations of the preamble hereto are incorporated herein as if set forth in full.
2. The Mayor and Borough Clerk be and they are hereby authorized, instructed, and empowered to execute the agreement on behalf of the Borough of Wildwood Crest for the period January 1, 2005 through December 31, 2011, embodying all of the mutual terms, understandings and conditions involving the employment of all emergency medical technicians so included in UNION within the meaning of the act as more fully described in the certification of representation under Docket No. RO-2005-088; a copy of said agreement shall be placed on file in the office of the Borough Clerk, mailed to PERC, and is incorporated herein by reference as if fully set forth.
3. This Resolution shall take effect as provided by law.



\_\_\_\_\_  
Carl H. Groon

  
\_\_\_\_\_  
Joyce P. Gould  
\_\_\_\_\_  
Don Cabrera

COMMISSIONERS

Resolution No. 156-05

Offered by Ms. Gould

Seconded by Mr. Groon

Adopted December 29, 2005

  
\_\_\_\_\_  
Municipal Clerk