

AGREEMENT

Between

BOROUGH OF AVALON

CAPE MAY COUNTY, NEW JERSEY

and

UNITED INDEPENDENT UNION LOCAL 1

NATIONAL FEDERATION OF INDEPENDENT UNIONS

(Dispatchers Unit)

January 1, 2014 through December 31, 2016

Execution Draft

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PREAMBLE

This AGREEMENT entered into this 19th day of December, 2013, 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 UNITED INDEPENDENT UNION LOCAL 1, NFIU, hereinafter called the "UNION" represents the complete and final understanding on all the bargainable issues between the Borough and the Union.

ARTICLE I

RECOGNITION

In accordance with Certification of Representative issued by the Public Employment Relations Commission on December 20, 1991 under Docket No. RO-92-59, the Borough hereby recognizes the Union as the exclusive Collective Bargaining Agent for Police Dispatchers, Civilian Records Clerks, and Primary Relief Dispatchers employed by the Borough of Avalon, but excluding all employees represented in other negotiations units, supervisors, confidential employees, managerial executives, professional and craft employees, police officers, fire fighters, and all other employees.

The parties agree the Borough shall prepare a new Job Description for the title "Civilian Records Clerk" and will review it with the Union.

The Union agrees that the current incumbent employee serving in the title "Civilian Records Clerk" shall no longer be a member of the Union. The employee will become a non-union employee of the Borough serving in the title "Administrative Assistant" and in that title shall continue to perform all work duties she is currently performing.

ARTICLE II

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 and after 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.
4. To establish a code of rules and regulations for the operation of the Borough.
5. To determine the standards of performance of the employees.

6. To change, modify or promulgate policies, rules and regulations.
 7. To maintain the efficiency of employees in the performance of their duties and to maintain the efficiency of its operations.
 8. To relieve employees from duty because of lack of work, lack of funding, or legal cause, as permitted by law.
 9. To determine the amount of overtime to be worked.
 10. To determine the methods, means and personnel by which its operations are to be conducted.
 11. To determine the content of work assignments.
 12. To exercise complete control and discretion over the organization and the technology of performing its work.
 13. To assign employees to the County of Cape May Emergency Management Communications Center to perform their service in behalf of and at the direction of the County in the event of a public safety emergency event which causes the evacuation of the Avalon Communications Center located at the Avalon Public Safety Building at 3000 Dune Drive, Avalon, New Jersey.
- 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.

D. Any act taken by the Borough not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered as if fully set forth herein.

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

B. **Definitions:**

1. 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.

2. The term "work days" as used herein means calendar days, exclusive of weekends and holidays.

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 by submitting his/her grievance in writing 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/her immediate supervisor for the purpose of resolving the matter informally. For Dispatchers the term immediate supervisor shall be defined as "Captain of Police and Chief of Police." Failure to file a grievance in writing 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 in writing to the Business Administrator. Failure to submit the grievance in writing to the Business Administrator within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

(2) The 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:**

In the event that the grievance has not been resolved at Step Two, an employee may within five (5) working days following receipt by him of the determination of the Business Administrator 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 IV

LEGAL REFERENCE

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 V

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. In the event of a layoff, an employee may bump into another job classification within this bargaining unit. 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 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/her 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 ten (10) days prior to the filing of same.

ARTICLE VI

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 and when entering the Police Building it shall request permission from the Chief of Police 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 three (3), 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.

D. Two (2) duly designated employee-representative of the Union will be allowed to attend up to one (1) International, State or Local Union meeting per month (up to an aggregate maximum of ninety-six (96) work hours per calendar year) with no loss in regular pay, and up to one (1) International, State or Local convention per calendar year, for up to twenty-four (24) work hours with no loss in regular pay. Employees so designated will provide reasonable notice to the Employer and such time off will be granted provided the Employer can schedule a Primary or Secondary Relief Dispatcher and further provided that the Employer shall not be caused to expend overtime as a result of this clause.

ARTICLE VII

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.

C. An unpaid leave of absence for maternity may be granted for a period of up to six (6) weeks to any pregnant member of the bargaining unit. Disability payments shall be in accordance with the Borough's applicable insurance policy.

D. Family/Medical Leaves of Absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" (hereinafter, FMLA) and the "New Jersey Family Leave Act" (hereinafter, NJFLA) and the regulations promulgated pursuant to those statutes; as well as the Family Leave Policy adopted by the Borough of Avalon. Under the provisions of these statutes, certain employees are entitled to twelve (12) weeks of leave during a twelve (12) month period. The circumstances under which leave may be taken vary depending on the type of leave requested and the Borough will grant leave in accordance with the provisions of each statute, the lawful regulations issued under each statute. Employees taking FMLA Leaves and/or NJFLA Leaves will be required to use accrued sick leave, vacation

and administrative leave concurrent with the approved leave. Employees will also be required to take FMLA Leaves and NJFLA Leaves concurrently when possible under the statutes. The Borough retains all rights to require proper certification from a health care provider pursuant to all applicable laws.

ARTICLE VIII

HOLIDAYS

A. The following days shall be recognized as holidays with pay for full-time Borough employees for the duration of this Agreement:

- | | |
|---------------------------|--|
| 1. New Year's Day | 8. Columbus Day |
| 2. Martin Luther King Day | 9. Veteran's Day |
| 3. President's Day | 10. Thanksgiving Day |
| 4. Good Friday | 11. Friday following
Thanksgiving Day |
| 5. Memorial Day | |
| 6. Independence Day | 12. Christmas Day |
| 7. Labor Day | |

The above hours are based on eight (8) hour days. Consequently, employees are entitled to a total of 96 hours (12 days x 8 hours = 96 hours) of Holidays.

In addition to the Holidays listed above, employees shall be granted twenty-four (24) hours of personal leave time.

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 eight (8) hours not worked on the holiday. Holiday rate will only be paid for work performed on the stated holidays in the contract. Employees must work their last regularly scheduled workday before and their first regularly scheduled workday after a holiday in order to be paid for the holiday.

C. Employees who work on Lincoln's Birthday or General Election Day shall be paid at the rate of time and one-half for actual hours worked on those holidays. Upon the Borough's Personnel Manual being amended to eliminate Lincoln's Birthday and General Election Day as paid holidays for non-union employees of the Borough, then this provision C shall no longer be in effect and shall drop out of this contract.

D. Personal Leave Time shall be taken at the discretion of the employee provided they do not interfere with the work schedule and meet with approval of the Division Head. Personal Leave Time is earned on a pro-rated basis. New employees shall only receive eight (8) hours Personal Leave Time for each four (4) full months of employment during their initial year of employment. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with twenty-four (24) hours of Personal Leave Time. An employee who leaves Borough service before the end of a calendar year shall have his or her Personal Leave Time pro-rated, based upon time earned. In the event that an employee of the Borough terminates employment for any reason, any unused Personal Leave Time will be paid to the employee on a pro-rated basis. An employee shall reimburse the Borough for paid Personal Leave Time used in excess of his or her pro-rated entitlement.

E. Provided there is a civil defense emergency which closes county roads and/or state highways, making entry to the Borough impossible, employees scheduled to work on such emergency days shall not be docked pay or time.

F. Christmas and Thanksgiving days off shall be rotated among full-time Dispatchers by seniority.

ARTICLE IX

VACATIONS

A. 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 Vacation Hours</u>
0 - 1 (if hired prior to April 2)	56 hours
2 - 10	112 hours
11 - 20	168 hours
21 and over	224 hours

Effective January 1, 2011, the following Vacation Schedule shall be in effect for all new employees hired after December 31, 2010:

YEAR OF SERVICE	NUMBER OF VACATION HOURS
1 st year	8 hours per full month employed
2 through 10 years	96 hours annually
11 through 20 years	120 hours annually
After 20 to Retirement	160 hours annually

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Chief of Police unless the Chief of Police determines that it cannot be taken because of pressure of work. Vacation hours cannot be requested or taken in less than six (6) hour increments. Any unused vacation, as the result of the Chief of Police's decision, may be carried forward into the next succeeding year only.

C. Annual Vacation Leave with pay is earned on a pro-rated basis based upon an employee's service with the Borough. Initial year of hire vacation hours must be earned before they can be used. Each year thereafter, each employee shall become entitled to his or her vacation leave as specified in Paragraph A above on January 1st of said year. An employee who leaves Borough service before end of calendar year shall have his or her vacation leave pro-rated based upon time earned. An employee shall reimburse the Borough for paid vacation leave hours used in excess of his or her pro-rated entitlement. An employee who leaves Borough service shall only be paid for unused earned vacation leave. An employee who exhausts all paid vacation leave in any one (1) year shall not be credited with additional paid vacation leave until the beginning of the next calendar year. Vacation leave is not earned during the period of time while employee is on suspension or on leave of absence without pay.

D. If an employee becomes sick or hospitalized while on scheduled vacation leave, the employee shall have the option of having his/her time changed to their accumulated sick leave instead of vacation leave. In all instances, the employee must submit a medical certificate acceptable to the Borough in order to have the change made. This certificate must be submitted prior to the end of the pay period during which the employee returned to work.

ARTICLE X

HOURS AND OVERTIME

A. The work schedule of Emergency Dispatchers shall be 2080 hours annually. The Union and the Borough agree to implement a new twelve (12) hour work schedule on a tentative and trial basis commencing on or about January 1, 2004 and which will continue thereafter unless unilaterally terminated by the Borough in its sole discretion. By signing this Agreement, the Union is expressly waiving any right it may have to grieve or object to the Borough exercising its unilateral right to establish a new or different shift schedule. The Union agrees that the schedule of shifts shall be determined by the Borough depending upon its determination of its public safety need and requirements and to promote the effective and efficient operation of its Emergency Dispatch function. The start and end of the work week shall be determined by the Borough for each shift.

The Borough reserves the right to change the normal work hours and days per week and to establish new work hours and work days per week up to the maximum hours permitted under the Fair Labor Standards Act (FLSA). The Borough will schedule the work hours so that FLSA overtime is not part of an employee's normal work schedule. Employees shall be given as much advance notice as possible of permanent or temporary shift changes, which affect them.

B. All hours worked by the dispatchers over forty (40) hours per week shall be compensated at one and one-half times the straight time rate and the Borough may, at the Borough's option, elect to pay overtime in cash or to grant compensatory time off. Overtime shall be paid based upon actual time worked in accordance with the provisions of the Fair

Labor Standards Act. Time taken off for sick leave shall not count as time worked for overtime calculation purposes.

C. 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 (1 1/2). The employer shall have the right to retain the employee on duty for the minimum time period.

D. 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.

E. If a Dispatcher is recalled to duty or he/she is held over his/her normal twelve (12) hour tour at the request of his/her immediate supervisor, he/she shall be paid overtime in accordance with the following schedule.

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.

F. This Article is subject to the provisions of the Fair Labor Standards Act.

G. The Borough shall reimburse Dispatchers for the cost of schooling required by the Borough after employee status is attained, and also for tolls to and from the school. For such required schooling, the Borough shall also compensate employees for travel time outside Cape May County up to two (2) hours each way, in either pay or compensatory time; the employee may request preference of pay or time, but the decision shall be up to the Borough.

H. Employees with receipts for meals eaten while attending required police/dispatcher schools will be reimbursed by the Borough by voucher in accordance with the provisions of the Borough of Avalon Personnel Manual and subject to all applicable requirements thereunder.

I. The Primary Relief Dispatcher may be scheduled for such hours and at such times as may be determined by the Borough. The inclusion of Primary Relief Dispatcher in this agreement is not a guarantee of employment for forty (40) hours per week. The Primary Relief Dispatcher's hours shall be determined by the Borough in its absolute discretion. In the event that the Primary Relief Dispatcher works less than an average of forty (40) hours a week during a six (6) month calendar year period he/she shall be entitled to pro-rated Vacation, Holidays and Sick Leave Time. These days will be credited in advance at the beginning of each six (6) month calendar year period in anticipation of the Primary Relief Dispatcher working the required hours. In the event the Primary Relief Dispatcher does not work the required average hours, then the amount of eligible Vacation, Holidays, and Sick Leave Time shall be pro-rated during the succeeding six (6) month period. Upon termination of employment, all Vacation, Holidays, and Sick Leave Time shall be pro-rated for the final year of service. In the event the Primary Relief Dispatcher works less than 20 hours per week or

less than 1,040 hours per year, he/she shall not be entitled to the Health Benefits provided under Article XIII of this contract. The Secondary Relief Dispatchers are not covered by this contract.

J. During each shift, employees shall be afforded the opportunity to consume a lunch during a thirty (30) minute period and when practicable shall be permitted to leave the dispatch area and be replaced by another person as determined by the Sergeant/Senior Patrolman. In no case can an employee leave the premises and said employee may be required to return to work depending on need as determined by the Sergeant/Senior Patrolman.

ARTICLE XI

SICK LEAVE

A. Service Credit for Sick Leave

1. All full time employees and the Primary Relief Dispatcher shall be entitled to sick leave with pay specified hereunder.

2. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position, exposure to contagious disease, or a short period of emergency attendance on a member of his/her immediate family critically ill and requiring the presence of such employee. For the purpose of these rules, "member of immediate family" is interpreted as meaning "father, mother, husband, wife, child, foster child, sister, brother, grandchild or relative of the employee residing in the employee's household."

B. Amount of Sick Leave

1. Each employee shall be entitled to ninety-six (96) hours sick leave in any one (1) year and may accumulate to a maximum of nine hundred sixty (960) hours. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. An employee who leaves employment for any reason during the calendar year shall reimburse the Borough for paid sick days used in excess of his or her pro-rated and accumulated entitlement. Any unused sick leave shall be paid to those employees who retire on a non-deferred basis after twenty-five (25) years of service with the Borough of Avalon, from the P.E.R.S., pursuant to the ordinary retirement provisions. Such unused sick leave shall be paid at the rate of fifty (50%) percent of their current rate of pay, to a maximum of six-thousand five hundred (\$6,500.00) dollars total. Employees hired prior to January 1, 1988 shall be entitled to the benefits of this section with fifteen (15) years of service; all other provisions apply, however.

2. Employees who acquire permanent status shall accrue sick pay on the basis of eight (8) hours per month starting with the month following the date of permanent appointment for the year they obtain permanent status.

C. Reporting of Absence on Sick Leave

Absence without notice for three (3) consecutive days shall constitute a resignation not in good standing.

D. **Verification of Sick Leave**

1. An employee who shall be absent on sick leave for four (4) scheduled and sequential workdays may be required to submit a physician's certificate to the Department Head providing acceptable medical evidence to substantiate the illness.
2. The Borough may require proof of illness in the form of a physician's certificate for illness of less than four (4) days whenever such requirement appears reasonable.
3. Employees shall provide notice of sick leave usage as soon as possible after the onset of the illness but not less than one (1) hour prior to the employee's scheduled starting time.

ARTICLE XII

FUNERAL LEAVE

A. Leave with pay not to exceed forty (40) hours shall be granted to an employee in the event of death of his/her immediate family. Funeral leave is to begin upon notice of death of employee's immediate family and to terminate not later than one day after interment. 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/her spouse.
3. A relative living under the same roof.
4. Grandmother, Grandfather, Grandchild or Great Grandchildren.

B. In the event of the death of a stepmother, stepfather, sister-in-law, brother-in-law, aunt, uncle, great grandmother, great grandfather or great grandchildren, niece or nephew, said employee will be permitted to attend the funeral upon request to the employee's appropriate supervisor. The time off granted will be charged to time accumulated by the employee and not charged to funeral leave time off. This time off is not to exceed twenty-four (24) hours.

C. In the event of a Baptism, First Communion, Confirmation, Graduation or Marriage which requires the attendance of the employee during work time for a child or member of the immediate family, the employee shall be permitted twelve (12) hours leave. Any such leave time shall be charged against the employee's accrued leave time for vacation, sick leave or compensatory time.

ARTICLE XIII

HOSPITALIZATION AND INSURANCE

1. The Borough shall continue to provide each active employee, his spouse and eligible dependents with a health benefit program which includes the following:

A. Hospitalization and Medical Care Plan

The Borough agrees to provide hospitalization insurance through the New Jersey State Health Benefits Plan, as it exists or as modified by the New Jersey State Health Benefits Plan (or any other on balance comparable health benefit plan), including any changes in co-pays or deductibles that may be implemented by the New Jersey State Benefits Plan, for all employees and eligible dependents covered by this Agreement.

B. Prescription Plan

The Borough shall also provide a Co-Pay Prescription Plan for employees and dependents through the New Jersey State Health Benefits Plan. The co-payments shall be determined by the New Jersey State Health Benefits Plan and may be subject to future changes to reflect the then applicable NJSHBP Plan prescription co-pays. All benefits under the Prescription Plan are subject to the rules and provisions of the NJSHBP.

In the event the Borough changes the provider of its Prescription Plan to a carrier other than the New Jersey State Health Benefits Plan, then in such event the Prescription Co-Pays shall become the following:

Co-Payments for Prescription Drugs (including Specialty Pharmaceuticals) other than Prescription Drugs dispensed by a Mail-Order Pharmacy:

- a. A \$10.00 co-payment is required for Generic Prescription Drugs.
- b. A \$25.00 co-payment is required for Brand Name Prescription Drugs.

In any alternate Plan other than NJSHBP Plan, the Borough will also provide employees with a ninety (90) day mail-in plan for maintenance drugs subject to the same deductible set forth above, per order.

Further, when available, a Generic Drug is to be ordered to fill a prescription either at Retail Pharmacy or Mail Ordered. If an employee orders a Brand Name Drug in instances when a Generic Drug is available, the employee shall be required to pay the difference between the Brand Name Drug and the Generic Drug unless the employee presents proof to the Borough of medical necessity as required by his/her treating physician.

C. **Dental Care Plan.**

The Borough shall provide a Dental Care Plan comparable to the present plan as more particularly set out on Exhibit "A" of this Agreement.

D. **Vision Care Plan**

The Borough shall provide a Vision Care Plan comparable to the plan set out on Exhibit "B" of this Agreement.

E. **Life Insurance**

The Borough shall provide term life insurance to each active employee and retired employee in an amount of not less than \$10,000.00.

F. **Change in Plans and Providers**

The Borough may, at its option, change any of the existing insurance plans or carriers providing the benefits under Sections A, B, C and D above, so long as on balance comparable benefits are provided to the employees and their eligible dependents. The Borough further reserves the right, at its option, to self-insure any of the plans or coverages so long as on balance comparable benefits are provided to the employees and their eligible dependents. Prior notice must be made to the Union of any change.

G. **Cost Contribution**

All employees shall pay a cost contribution for Health Insurance Plan coverages according to the provisions of P.L. 2011, Chapter 78, Pension and Health Benefits Reform Law adopted June 2011. Payment shall be made by the way of withholdings from employee's

payroll checks. The Borough shall establish and adopt a Section 125 Plan so that said contributions would be "pre-tax".

H. **Opt-Out Payments**

The New Jersey State Health Benefits Program (SHBP) provides that a municipality may allow an employee who is eligible for other health care coverage to waive coverage under the SHBP to which the employee is entitled by virtue of employment with the Borough of Avalon. Therefore, an employee is not "eligible for other health care coverage" if the "other health care coverage" is provided by the SHBP. An employee who is eligible for "other health care coverage" under the SHBP shall be permitted to waive coverage, but shall not receive the opt-out payment.

Consistent with the provisions of the applicable law, the Borough adopts an Opt-Out Payment Plan as follows:

Employees enrolled in the health insurance coverage plan provided in Article 16 Section 1.A. may elect to waive all coverage, provided proof of coverage through another source can be demonstrated. Employees who waive all coverage shall receive an end-of-year payment in the amount of twenty-five (25%) percent of the applicable premium for the insurance plan or \$5,000, whichever is less, in lieu of the insurance, based on the number of months that the insurance was waived during the year. Checks for opting out will be issued on or about December 1st of each year. The decision of a municipality to allow its employee to waive coverage and the amount of consideration to be paid are not subject to collective bargaining.

An employee who waives coverage shall be permitted to resume coverage by making an application for coverage during an open enrollment period in accordance with the provisions of the State Health Benefits Program.

Further, an employee who waives coverage shall be permitted to immediately resume coverage if the employee ceases to be eligible for other health care coverage for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received from the employer which represents an advance payment for a period of time during which

coverage is resumed. An employee who wishes to resume coverage shall notify the employer in writing and file a declaration with the SHBP in such form as the director of the SHBP shall prescribe, that the waiver is revoked.

I. **Retiree Benefits**

The Borough shall provide employee, his/her spouse and eligible dependents with hospitalization and major medical insurance after retirement until age sixty-five or until such time as the retiree is eligible for Medicare. The Borough will continue such coverage after age sixty-five for retiree only, with retiree paying 50% of the premium and the Borough paying 50% of the premium. A retired employee may elect to have his/her spouse covered, in which event the retiree shall pay the full cost of coverage for said spouse. This section shall apply to all employees who have at least fifteen (15) years of service before retirement and have qualified for those benefits before retirement and were employed by the Borough prior to January 1, 2004.

J. **Work Related Injury**

1. Health Insurance benefits will be provided in the event of a work related injury.
2. 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.
3. The Borough shall supply 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.

The above does not apply for the defense of an employee in a disciplinary proceeding instituted against him by the Borough or in criminal proceeding instituted as a result of a complaint on behalf of the Borough.

ARTICLE XIV

OPTION TO RETURN TIME FOR SALARY

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 forty (40) working hours. Payment is to be made in the first pay in December of the current year.

ARTICLE XV

SALARIES AND COMPENSATION

- A. Effective January 1, 2014, no salary guides shall be in effect for the employees covered by this Agreement and the Borough shall set a minimum and maximum salary for the term of this Agreement.
- B. For the term of this Agreement, the minimum salary shall be \$28,500 and the maximum salary shall be \$55,000.
- C. Effective January 1, 2014, all employees who were employed by the Borough of Avalon as of December 31, 2013, shall receive a one-time salary adjustment of \$1,500. This one-time adjustment is meant to compensate employees for any additional workload they will take on due to the Shared Services Agreement executed between the Borough of Avalon and the Borough of Stone Harbor.
- D. Effective January 1, 2014, all employees shall receive a wage increase of 2.0%.
- E. Effective January 1, 2015, all employees shall receive a wage increase of 2.0%.
- F. Effective January 1, 2016, all employees shall receive a wage increase of 2.0%.

- G. In the event an employee is hired by the Borough of Avalon, said employee shall receive a salary, within the minimum and maximum range set by the Borough of Avalon. The placement shall be within the sole discretion of the Borough of Avalon and shall be based upon the employee's education, experience, and any other relevant factors.
- H. In the event an employee's wage increase, set in paragraphs D through F above, shall place the employee above the maximum salary for the position, the employee shall receive an increase equivalent to the difference between the employee's current salary and the maximum salary.
- I. Any employee who is at the maximum salary shall receive a wage increase of \$300.
- J. A Job Description of the duties of a Dispatcher appears as Exhibit "C" of this Agreement.

ARTICLE XVI

SEPARABILITY AND SAVINGS

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 affected thereby and shall continue in full force and effect.

ARTICLE XVII

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 official Union announcements and other information related to the official business of the Union of a non-controversial nature. The department head or his/her representative may have removed from the bulletin board any material which does not conform with the intent and provisions of this Article.

ARTICLE XVIII

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 XIX

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, or due to any agency fees deducted by 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 XX

UNIFORMS

The Borough shall continue to furnish uniforms to police dispatchers as heretofore. Uniform pants will be reimbursed to a maximum of \$100.00 per calendar year based on receipt turn in. Pants must comply with orders from the Chief of Police.

ARTICLE XXI

MILITARY LEAVE

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 in accordance with the provisions of the Borough of Avalon Personnel Policy Manual.

ARTICLE XXII

COMMENDATION AND HONORABLE MENTION

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

1. For Honorable Mention - eight (8) hours.
2. For Commendation - sixteen (16) hours.

ARTICLE XXIII

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 twelve (12) months after training. Prior to his/her completion of the probationary period, the employee shall be evaluated by a direct supervisor and the Department Head to determine whether he shall be granted permanent status or dismissed, or whether the probationary period should be extended. It is specifically understood that during the probationary period both the employee and the Union waive any rights to file a grievance or any other administrative action regarding such employee's discharge. If it is determined that the direct supervisor or the Department

Head needs additional time to evaluate an employee properly, the Borough may ask for up to a sixty (60) day extension of the probationary period. The Union shall not unreasonably deny such request.

ARTICLE XXIV

LONGEVITY PAY

In addition to salary, employees hired and made permanent before January 1, 1995 shall receive longevity pay to be computed at two percent (2%) of the employee's 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. Employees hired on or after January 1, 1995 shall not receive Longevity Pay.

ARTICLE XXV

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 XXVI

NO STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement and during negotiations of a Successor 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, work stoppage, slowdown, walk-out or other job action against the Employer or any of its employees. The Union agrees that such action would constitute a material breach of this Agreement.

B. The Union agrees that it will take all reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned, including within twenty-four (24) hours of the actions publicly disavowing the action, and advising the Employer, in writing, that the Union did not call for or sanction the action. The union shall also notify the employees of its disapproval of the action and advise them, in writing, to immediately cease and return to work immediately.

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

ARTICLE XVII

DRUG AND ALCOHOL FREE WORK PLACE

A drug and alcohol free workplace, free from use of non-medically prescribed controlled substances and alcohol is vital to the Borough, to the safety of our work place, to the productivity of our employees, and to the interests of the general public. For these reasons, the Borough has implemented a drug and alcohol policy and practices oriented toward maintaining a drug and alcohol free work environment.

The use, possession, sale or distribution of non-medically prescribed controlled substances or alcohol on Borough premises (including parking lots and recreation areas or in any Borough work environment) is prohibited. "Work environment" includes situations where an employee is representing the Borough whether on a citizen related call or participating in a business meeting off-premises. A violation of this provision of the Borough's drug and alcohol

policy is not considered a medical issue and normally results in dismissal from the Borough. The Borough's drug and alcohol policy also prohibits employees affected by any medically prescribed controlled substances or alcohol from entering or being present at Borough premises or other work environments. Consideration is given to the safety of any employee asked to leave our premises due to an impairment (e.g. ability to drive, etc.)

The Borough reviews employees off-the-job drug or alcohol related incidents such as arrests for use, possession, sale or distribution of drugs to make a determination if the incident could result in an adverse or potentially adverse impact to the Borough ad/or to our employees. The results of the review will determine the appropriate course of action for the Borough to take including dismissal, rehabilitation or other actions.

In appropriate circumstances, the Borough may require employees suspected of being under the influence of drugs or alcohol to submit to drug testing or Breathalyzer testing. Drug testing will only be required and administered in accordance with the provisions of Federal and State law. The Borough Administrator will consult with the Union Shop Steward prior to the Borough requiring an employee to submit to drug testing unless emergency circumstances exist which do not permit adequate time for such consultation. Further, the Borough may require all employees to be subject to random testing as required for employees with Commercial Drivers License (CDL).

ARTICLE XXVIII

JURY DUTY

A permanent employee who loses time from his/her job because of Jury Duty, as certified by the Clerk of the Court, shall be paid by the Borough the difference between his/her hourly rate of pay for eight (8) hours and the daily jury fee, subject to the following conditions:

1. The employee shall provide the Borough a copy of all Jury Duty notices immediately.
2. When jury service is cancelled, postponed or completed on any day prior to 1:00 p.m., the employee is required to telephone the Borough and report to work if requested. In the event that reporting to jury duty is by a call-in system, an employee notified that he or she is not required for jury duty must report to work.
3. Time absent from work for the Borough because of jury service will not be considered time worked for purposes of computing overtime.
4. The employee must notify his/her Supervisor immediately upon receipt of any communication regarding jury service.
5. Reimbursement of wages for Jury Service on Borough Holidays will be at the straight time rate not at the holiday rate.
6. On request by the Borough, adequate proof must be presented of time served on a jury and the amount received for such services.
7. An employee who volunteers for jury duty in any manner whatsoever shall not be eligible for compensation from the Borough.

ARTICLE XXIX

TERM AND RENEWAL

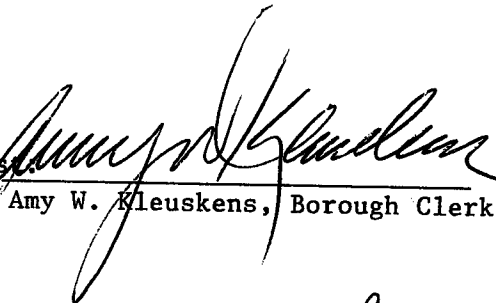
This Agreement shall be in full force and effect as of January 1, 2014, and shall remain in effect to and including December 31, 2016. This Agreement shall continue in full force and effect from year-to-year thereafter, unless one party or the other gives notice, in writing, at least one hundred twenty (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 19th day of December, 2013.

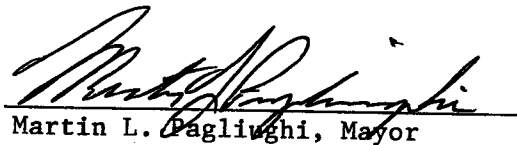
UNITED INDEPENDENT UNION
LOCAL 1 NFIU

BOROUGH OF AVALON, CAPE MAY COUNTY,
NEW JERSEY

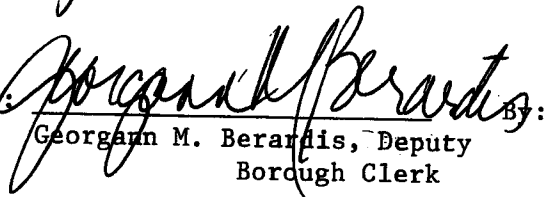
Attest:


Amy W. Kleuskens, Borough Clerk

By:


Martin L. Pagliughi, Mayor

Attest:


Georgann M. Berardis, Deputy
Borough Clerk

By:

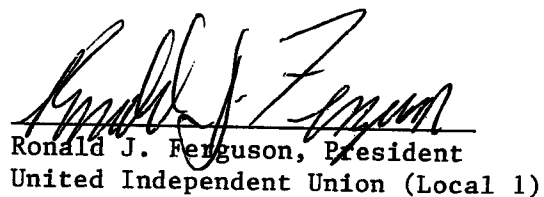

Ronald J. Ferguson, President
United Independent Union (Local 1)

EXHIBIT "A"

DENTAL EXPENSE BENEFIT

<u>Preventative Services:</u>	80% of Usual, Customary and Reasonable Charges
<u>Restorative Services:</u>	80% of Usual, Customary and Reasonable Charges
<u>Major Services:</u>	50% of Usual, Customary and Reasonable Charges
<u>Orthodontic Services*:</u>	50% of Usual, Customary and Reasonable Charges
<u>Deductible:</u>	\$25.00 per person per calendar year
<u>Maximum Benefit:</u>	\$1,000 per person per calendar year. \$1,000 per Lifetime for Orthodontia Services

*Orthodontia Services only apply to Dependent Children less than 19 years of age.

EXHIBIT "B"

VISION CARE PLAN **GENERAL INFORMATION**

Horizon Eye Care is a health care organization with the purpose of providing excellence in eye care to the people of Atlantic, Cape May and Ocean Counties. The practice is centered around three board certified ophthalmologists, and one board certified optometrist who provide comprehensive eye care. Offices with retail optical shops are located as follows:

76 West Jimmie Leeds Road
Galloway, NJ 08201
609-652-300
(Across from Mainland Medical Center)

9701 Ventnor Avenue
Margate, NJ 08402
609-822-4242

655 Route 72
Manahawkin, NJ 08050
(Within one quarter mile
of Garden State Pkwy Exit)

2401 Bay Avenue
Ocean City, NJ 08226

4 Village Drive
Cape May Court House
609-465-7100

Offices are open weekdays, some evenings, and every other Saturday for routine eye care. Doctors are on call 24 hours a day for emergencies. Patients are seen by appointment.

Benefit Information

On an annual basis each eligible covered member of the vision program will receive the following benefits:

One Routine Eye Exam

One Frame for Spectacles
Retail Value up to \$69.95

One Pair of Standard Plastic Lenses with Ultraviolet and Scratch Protection
Single Vision, Spherical Vision, Flat TOP or TK Bifocal
Flat Top or TK Trifocal
Non prescription eyeglasses (sun or regular) are not covered

In lieu of eyeglasses the covered member may choose contact lenses as follows:

One supply Daily Wear, Extended Wear, or Soft Spherical Contact Lenses
Annual retail value up to \$65.00

Or for covered members wearing astigmatic, bifocal, color, or custom lenses:

One yearly credit of \$25.00 per eye, not to exceed \$50.00 for both eyes
toward the purchase of such lenses.

The patient is responsible for any charges over the benefit amount stated above. By way of example, should the covered member desire designer frames with retail cost of \$90.00, this member agrees in this instance to pay Horizon Eye Care \$20.05. This represents the difference between the frames benefit under the contract of \$69.95 and the retail price of the frames. Similar examples could be given for each product if requested by the member.

EXHIBIT "C"

JOB DESCRIPTION

BOROUGH OF AVALON

Job Specification
Police Dispatcher

Definition:

Under direction, receives and relays radio messages to various vehicles and concerned personnel, operates a variety of communications equipment, does related work as required.

Examples of Work:

Receives and transmits police, fire and other emergency alarms.

Receives telephone requests for police, fire, or other emergency assistance and transmits same to appropriate personnel.

Dispatches workers for normal maintenance or emergency repairs to public works facilities such as water and/or sewer lines, streets and sidewalks.

Records time, location and nature of problem and relays information to workers in the area.

Transmits and receives radio messages essential to official activities.

Receives and transmits radio communications to law enforcement agencies and police patrol cars for appropriate action.

Receives fire calls, transmits fire alarms and dispatches needed personnel and fire equipment.

Utilizes data processing and computer oriented equipment in resolving and sending messages to State and out of state law enforcement agencies.

Under supervision, makes entries, inquiries, cancellations and modifications of records

in the national crime information and state crime information center stolen vehicle file, stolen license plate file, stolen missing gun file, stolen article file, wanted person file, stolen or embezzled or counterfeited or missing securities file and the stolen boat file for state law enforcement agencies.

Maintains a daily radio log of all incoming and outgoing communications.

Receives and answers telephones , radio and teletype inquiries of the National Crime Information Center and the State Crime Information Center for law enforcement agencies of the State.

Receives and records telephone complaints from the general public and relays these messages to appropriate personnel.

Receives and records calls for ambulance service and dispatches ambulances to desired locations.

Provides information upon request in accordance with established procedures and regulations.

Assists in the training of communication operator trainees.

As required, types reports, statistical data and other information.

Inspects fire alarm and circuit indicator panel to ascertain if functioning properly, records voltages of fire alarm panels.

Maintains an assuring and calming attitude during periods of stress and emergency in order to avoid unnecessary delays by responding emergency vehicles.

Maintains the official station record and maintains and updates N.C.I.C. and S.C.I. records and files.

By means of a communications terminal enters and receives information from a central computer on persons arrested or suspected of criminal activities.

Manipulates a communications terminal keyboard in order to enter information regarding arrests and crimes into a computer and searches computer memory to match current information versus past records for identification purposes and to retrieve previous criminal record.

Requirements:

Experience:

One year of experience preferred in work involving the receiving, sending, and relaying of video display messages and radio communications and the receiving, relaying and recording of complaints and requests for assistance which shall have included the use of video display or data processing and computer oriented equipment.

License:

Appointees will be required to possess a driver's license valid in New Jersey only if the operation of a vehicle, rather than employee mobility, is necessary to perform the essential duties of the position.

Knowledge and Abilities:

Considerable knowledge of and skill in the operation of radio and telephone equipment in a complex communications program.

Ability to organize assigned communications work and develop appropriate work methods in accordance with established procedures.

Ability to understand, remember and carry out oral and written instructions.

Ability to prepare reports and statistical data accurately and quickly.

Ability to speak clearly and in a pleasant and cooperative manner.

Ability to use terminal computer oriented data processing and communications equipment.

Ability to learn the functions and operations of the New Jersey Law Enforcement Teletypewriter System.

Ability to comprehend basic law and regulations, including the law, rules, regulations, standards, policies; and procedures of the Federal Communications Commission and relate these to a police communications program.

Ability and willingness to work eight hour rotating shifts to include weekends and holidays.

Ability to cooperate with supervisory officers to assure that calls are sent accurately and promptly.

Ability to maintain the confidentiality of police information received.

Ability to prepare factual, accurate reports.

Ability to make entries in and maintain the records of the National Crime Information and State Crime Information Center in current condition .

Ability to type.

Ability to read, write, speak and understand or communicate in English sufficiently to perform the duties of the position. Communication may include such forms as American sign language or braille.

Persons with mental or physical disabilities are eligible as long as they can perform the essential functions of the job after reasonable accommodation is made to their known limitations. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.