

AGREEMENT

BETWEEN

BOROUGH OF WOODBINE

WOODBINE, NEW JERSEY,

AND

**AMERICAN FEDERATION OF STATE, COUNTY
and MUNICIPAL EMPLOYEES**

AFL-CIO

AFSCME COUNCIL 71

FOR THE PERIOD JANUARY 1, 2005 THROUGH DECEMBER 31, 2007

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PREAMBLE

This agreement entered into by the Borough of Woodbine, hereinafter referred to as the “Employer”, or Borough, and the American Federation of State, County and Municipal Employees, hereinafter referred to as the “Union”, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of equitable and peaceful procedure for the resolution of difference and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1
RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive representative regarding terms and conditions of employment for the employees covered by this agreement, i.e. all those certain employees of the Borough of Woodbine, covered in the Certification of Representative dated April 14 1992, and including all blue collar employees employed in the Department of Public Works of the Borough of Woodbine and excluding the Director of Public Works, white collar employees, supervisors, professional employees, confidential employees, police officers, firefighters, craft employees, and managerial executives.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1: The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. To exercise all management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this agreement;
2. To the executive management and administrative control of the Borough Government and its properties and facilities and to determine the methods of operation to be offered by its

employees and to direct the activities of its employees;

3. To establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and work unit operational functions, performance of services and maintenance of the facilities and equipment of the Borough;

4. To reprimand, suspend, demote, discharge or otherwise discipline employees for cause;

5. To determine the standards of selection of employment and to hire, promote, transfer, assign, reassign, lay-off and recall employees to work and to determine their qualifications and conditions for continued employment or assignment;

6. To determine the number of employees and the duties to be performed;

7. To maintain the efficiency of employees in the performance of their duties and to maintain the efficiency of its operations;

8. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the Borough;

9. To relieve employees from duty because of lack of work, lack of funding, or legal cause.

10. To determine the amount of overtime to be worked;

11. To determine the methods, means and personnel by which its operations are to be conducted;

12. To determine the content of work assignments;

13. To exercise complete control and discretion over the organization and the technology of performing its work;

14. To subcontract any existing or future service as determined necessary by the Borough.

15. To make or change Borough rules, regulations, policies, and resolutions as the Borough may from time-to-time deem best for the purposes of maintaining order, safety and/or the effective and efficient operation of the work of the Borough; and

16. To generally manage the affairs of the Borough, attain and maintain full operation efficiency and productivity and to direct the work force.

Section 2: In recognition of the rulings of the Courts of New Jersey the parties recognize that the exercise of managerial rights is a responsibility of the Borough on behalf of the taxpayers and that the Borough cannot bargain away or eliminate any of its managerial rights.

Section 3: 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 herewith shall be limited only by the specific and express terms of the 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.

Section 4: The Borough agrees to review and discuss with representatives of the Union any managerial decisions affecting job classification or duty changes which may be created due to the New Jersey Department of Personnel Reclassification, prior to implementation or any other matter which may affect hours, wages or conditions of employment.

Section 5: The Borough agrees to hold harmless any member of the bargaining unit whose position or job classification may be affected by the New Jersey Department of Personnel Reclassification.

ARTICLE 3

HOURS OF WORK

Section 1: The regularly scheduled work week shall consist of five (5) consecutive days, Monday through Friday, totaling forty (40) hours per week. The hours of the work day shall be 7:00 A.M. to 4:00 P.M. with a lunch break of one (1) hour, and two (2) fifteen (15) minute breaks, one in the A.M. and one in the P.M. Summer hours may be adjusted at the direction of the Department Supervisor, with the consent of the employer.

ARTICLE 4

OVERTIME/CALL-IN TIME

OVERTIME:

Section 1: Time and one half (1-1/2) shall be paid to employees for all work performed under the following conditions.

- (a) All work performed in excess of eight (8) hours per day.
- (b) All work performed after forty (40) hours per pay period.
- (c) All work performed on Saturday or Sunday, or after completion of the sixth or seventh consecutive day of work.

Section 2: Double time shall be paid to employees under the following conditions:

- (a) All work performed when working snow removal for any period of time on a Sunday from 12:00 am to 7:00 am or 4:00 pm to 12:00 am.

Section 3: Insofar as practicable, overtime shall be distributed equitably among qualified employees within the same classification and within the same department. Overtime will be rotated with the most senior qualified employees in descending order being give the opportunity of working such overtime.

Section 4: An employee who has earned overtime shall normally receive payment in cash together with his regular pay. The Borough reserves the right, at its discretion, to make payment in cash or compensatory time in accordance with the provisions of the Fair Labor Standards Act. Further, the Borough will consider requests by employees to receive compensatory time in place of cash payment up to a maximum of forty (40) hours per year. Such compensatory time must be utilized within the calendar year earned.

CALL-IN:

Section 4: Any employee who returns to work during period other than his/her regularly scheduled shift shall be guaranteed pay for two (2) hours at the appropriate overtime rate of pay, regardless of number of hours actually worked.

Section 5: If the call-in period exceeds two (2) hours, the additional time will be at the appropriate overtime pay rate.

Section 6: If an employee is called in under the terms of this provision, he may be required to work the full two (2) hour period for purposes of attending to the subject of the call in, as well as any matter which reasonably relates to or arises out of the subject of the call-in.

ARTICLE 5

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 contained herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with an appropriate member of the departmental supervisory staff, and having the grievance adjusted without the intervention of the Union.

3. Any grievance may be raised by an employee or by the Union.

4. Where the problem involves an alleged violation of individual employment rights specified in the New Jersey Department of Personnel Law and/or Rules or Regulations for which a specific appeal to the New Jersey Department of Personnel is available the individual shall present his complaint to the New Jersey Department of Personnel, directly, in accordance with its rules.

5. Where the dispute involves the discipline of an employee, the following shall apply:

(a) Disciplinary matters where the penalty imposed on the employee is greater than a one (1) to five (5) day suspension but not appealable to the New Jersey Department of Personnel because it is not greater than a five (5) day suspension shall be subject to the grievance procedure herein.

(b) Disciplinary matters where the penalty imposed on the employee is greater than a five (5) day suspension will be handled under the present provisions of the New Jersey Department of Personnel and will not be processed under the grievance procedure herein.

B. Steps of the Grievance Procedure.

Step One:

(a) An aggrieved employee shall institute an action under the provisions hereof by submitting his grievance in writing within ten (10) working days after the occurrence upon a form provided by the Union and to the Shop Steward, who in turn shall forthwith file one (1) copy with the Borough's Municipal Clerk and one (1) copy with the immediate Supervisor of the aggrieved employee. Having completed this, an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate Supervisor for the purpose of resolving the matter informally. Failure to file this grievance in writing as aforesaid shall be deemed to constitute an abandonment of the grievance and shall bar the employee from any right to proceed further with this grievance.

(b) The Supervisor shall render a written decision within five (5) working days after receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

Step Two:

(a) In the event a satisfactory settlement has not been reached with the Supervisor, the employee may appeal his/her grievance to the Council Member in charge of the employee's department (or his/her representative) within ten (10) working days following receipt by the employee of the written determination by the Supervisor. Such appeal shall be in writing signed by the aggrieved employee and delivered to the Council member in charge.

(b) The Council member in charge of the department, or his or her representative, shall render a written decision within ten (10) working days from his or her receipt of the grievance. Failure to render such written decision within the time period shall be deemed a denial of the

grievance.

Step Three:

In the event that the grievance has not been resolved at Step Two, the employee may, within fifteen (15) working days following receipt by him or her of the determination of the Council member in charge of the department, 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 the Public Employment Relations Commission.

(b) The arbitrator shall be bound by the parameters of the following grievance definition:

Grievance - 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. The term "grievance" shall not include disciplinary matters where the penalty imposed on the employee is greater than five (5) days and appealable to the New Jersey Department of Personnel. All disciplinary matters where the penalty imposed on the employee is greater than five (5) days will be handled under the present provisions of the New Jersey Department of Personnel and will not be processed under the grievance procedure herein.

(c) The decision of the arbitrator shall be final and binding upon the parties.

(d) The costs 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 Borough and the Union shall be utilized for any dispute covered by the terms of this agreement or affecting the employees covered hereunder, except for disciplinary matters.

C. Union Representation in Grievance Procedure.

1. The Shop Steward may be present and participate in the grievance procedure at Step One.
2. The Staff Representative of the local District Council may participate in the grievance procedure at Step Two and at all steps subsequent thereto.
3. The International Representative of the Union and any other Union personnel deemed appropriate by the Staff Representative may participate in the grievance procedure at Step Three and at all steps subsequent thereto.
4. The parties agree that disciplinary actions where the penalty imposed is greater than a five (5) day suspension, or where the penalty permits an appeal to the New Jersey Department of Personnel are not subject to the Grievance Procedure.

ARTICLE 6

EMPLOYEE RIGHTS

Section 1: An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this agreement.

Section 2: An employee shall be entitled to Union representation at each and every step of a disciplinary hearing.

Section 3: An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his/her rights under this agreement.

ARTICLE 7

DISCIPLINARY ACTION

Section 1: The Borough acknowledges the principle of progressive discipline. Depending on the magnitude of the offense, the discipline issued by the Borough may be in any of the following forms:

- (a) Oral Warning;
- (b) Written Warning;
- (c) Written Reprimand;
- (d) Minor Suspension Subject to Appeal - Consists of a suspension of one (1) to five (5) days;
- (e) Major Suspension - Consists of a suspension over five (5) days;
- (f) Demotion; and
- (g) Dismissal.

An employee who has been subject to a Minor Suspension Subject to Appeal [a suspension for one (1) to five (5) days] may appeal such discipline through the Grievance Procedure. An

employee who has been subject to discipline of a Major Suspension, Demotion or Dismissal shall present any appeal to the New Jersey Department of Personnel. No other forms of discipline shall be subject to appeal.

ARTICLE 8

SENIORITY

Section 1: Seniority is defined as an employee's total length of service with the Employer, beginning with his/her most recent date of hire.

Section 2: If a question arises concerning two (2) or more employees who were hired on the same date, the following shall apply: If hired prior to the effective date of this agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the employer's records, first name, first preference, etc. For employees hired on the same date, subsequent to the effective date of this agreement, preference shall be given in alphabetical order (of the employees last name.)

Section 3: The employer shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and pay rate of each employee covered by this agreement, and the employer shall furnish copies of same to Union upon reasonable request.

Section 4: In cases of promotions, demotions, layoffs, recalls, vacation schedules or situations where substantially better working conditions exist, an employee with the greatest amount of seniority shall be considered, provided he has the ability to perform the work involved.

Section 5: The Employer agrees with the concept of upward mobility (utilizing existing employees, giving due consideration to seniority and ability.)

ARTICLE 9

WAGES

A. The Borough agrees that employees covered by this agreement shall receive wages in accordance with the following:

1.a. A 3% increase to the employee's base salary, retroactive to January 1, 2005;

1.b. A 3 ½ % increase to the employee's base salary, to take effect on January 1, 2006;

1.c. A 3 ½ % increase to the employee's base salary, to take effect on January 1, 2007;

1.d. The percentage increases listed above shall apply to the base salary of all current employees who have reached the current maximum of \$29,100.

B. Effective January 1, 2002, the base salary for new hires in the position of Public Works Worker shall be \$20,500.00.

Anyone hired on or after January 1, 2002 shall have the following salary steps, of which are fixed and not subject to the percentage increases, until they have reached the maximum step:

Step 1 (2 nd year anniversary)	-	\$21,300.00
Step 2 (3 rd year anniversary)	-	\$22,600.00
Step 3 (4 th year anniversary)	-	\$23,900.00
Step 4 (5 th year anniversary)	-	\$25,200.00
Step 5 (6 th year anniversary)	-	\$26,500.00

Effective January 1, 2002, the following will be implemented as additional steps:

Step 6 (7 th year anniversary)	-	\$27,800.00
Step 7 (8 th year anniversary)	-	\$29,100.00

ARTICLE 10

CHECK OFF

Section 1: The employer agrees to deduct the monthly Union membership dues from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the District Council #71, and the aggregate deductions from all employees shall be remitted to the Treasurer of the Union together with a list of names of all employees for whom the deductions were made, by the tenth (10th) day of the succeeding month after such deductions were made. The revocation of this authorization shall be in accordance with the provisions of applicable statutes as presently exist, or as may be amended.

Section 2: Any employee in the bargaining unit on the effective date of this agreement who does not join the union within thirty (30) days thereafter, any new member who does not join within thirty (30) days of initial employment within the unit, or any employee, shall as a condition of employment, pay a Representation fee to the Union by automatic payroll deduction. The Representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union's membership dues, fees and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the Representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments.

ARTICLE 11

SICK LEAVE

Section 1: Service Credit for Sick Leave.

1. All employees shall be entitled to sick leave with pay as 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 position, exposure to contagious disease, a short period of emergency attendance upon member of his/her immediate family seriously ill and requiring the presence of such employee. For the purpose of these rules, "member of immediate family" shall mean father, mother, husband, wife, child, foster child, sister, brother or relatives of the employee residing in employee's household.

Section 2: Amount of Sick Leave.

1. One (1) working day of sick leave with pay for each month of service from the date of appointment up to and including the December 31st following such date of appointment, and fifteen (15) days sick leave with pay for each calendar year thereafter. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. If an employee required none or only a portion of the allowable sick leave for any calendar year, the amount of unused leave shall accumulate to his credit from year-to-year. The employee shall be entitled to such accumulated sick leave with pay if and when needed. An employee who leaves employment for any reason during the calendar year shall reimburse the Borough for paid working days used in excess of his or her pro-rated and accumulated entitlement. Proration does not apply to Borough directed layoffs, disability retirement, or to employees who terminate employment with

ten (10) years of service or more with the Borough.

2. Temporary, provisional and permanent part-time employees shall be granted sick leave credit on a proportionate basis.

Section 3: Reporting of Absence of Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his department head or supervisor shall be notified no later than sixty (60) minutes prior to the employee's normal starting time.

2. Failure to so notify his department head or supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

3. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

Section 4: Verification of Sick Leave

(a) An employee who has been absent on sick leave for two (2) or more consecutive work days may be required to submit acceptable medical evidence substantiating the illness.

1. An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods of less than two (w) days shall have his or her sick leave record reviewed by the Borough and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year.

2. The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. The Mayor or his/her designee may adopt such other sick leave verification procedures that are

reasonable and which the Borough deems appropriate.

(b) In case of leave of absence due to exposure to contagious disease, a certificate from the employee's physician shall be required prior to the employee's return to work.

(c) The Borough may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined, at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return to work will not jeopardize the health or safety of other employees.

Section 5: Sick Leave Payment at Retirement

At retirement, the Borough agrees to pay each employee an amount equal to fifty (50%) percent of all accrued and unused sick leave up to a maximum payment of Twelve Thousand Five Hundred (\$12,500.00) Dollars.

A. Bereavement Leave

In the event of death in the employee's "immediate family" the employee shall be granted time off utilizing the employee's accumulated days off from such sources as sick leave, vacation time and comp time, if applicable. The term "immediate family" shall include, mother, father, mother/father-in-law, brother, sister, spouse, children (foster and adopted children included), grandmother/father of the employee, and live-in companion.

ARTICLE 12

VACATIONS

Section 1: Employees shall receive the following vacation with pay.

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

(b) One (1) year service up to five (5) years of service: Twelve (12) working days vacation.

(c) Fifth (5th) year of service up to twelfth (12th) year of service: Fifteen (15) working days vacation.

(d) Twelfth (12th) year of service up to twentieth (20th) year of service: Twenty (20) working days vacation.

(e) Twenty (20) years of service and up: Twenty-five (2) working days vacation.

Section 2: Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Borough, unless the Borough determines that it cannot be taken because of pressure of work. Scheduling of vacation is subject to approval by the employee's supervisor. Any unused vacation may be carried forward into the next succeeding year only.

Section 3: 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 days 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 Section 1 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 days used in excess of his or her pro-rated entitlement. An employee who leaves Borough Government service shall be paid for unused earned vacation leave. Proration does not apply to Borough directed layoffs, disability retirement, or to employees who terminate employment with ten (10) years of service or more with the Borough. 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. Upon death of employee, unused vacation leave shall be paid to the employee's estate. Vacation leave is not earned during the period of time while employee is on suspension or on leave of absence without pay.

ARTICLE 13

HOLIDAYS AND PERSONAL DAYS

Section 1: The following days are recognized as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section 2: Holidays which fall on Saturday, shall be celebrated on the preceding Friday.

Holidays which fall on Sunday, shall be celebrated on the following Monday.

Section 3: Each employee shall be entitled to three (3) Personal Leave Days per year, subject to the following conditions:

(a) A Personal Leave Day shall be granted by the Borough upon prior request of the employee submitted to employee's supervisor. Said request shall be granted, at the discretion of the Department Supervisor as long as the employee's absence can be granted without interference with the proper conduct of the department. Personal Leave Days shall not accumulate, but must be used in the calendar year. Personal Leave Days are earned on a pro-rated basis. New employees shall only receive one (1) Personal Leave Day 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 three (3) Personal Leave Days. An employee who leaves Borough service before the end of a calendar year shall have his or her Personal Leave Days pro-rated, based upon time earned. An employee shall reimburse the Borough for paid Personal Leave Days used in excess of his or her pro-rated entitlement. Proration does not apply to Borough directed layoffs, disability retirement, or to employees who terminate employment with ten (10) years of service or more with the Borough.

Section 4: To be entitled to Holiday Pay, an employee must be present the last scheduled work day prior to the holiday and the first scheduled work day after the holiday except for a bona fide authorized absence.

ARTICLE 14

WORKER'S COMPENSATION

Section 1: When an employee is injured on duty, the employee is to receive Worker's Compensation.

Section 2: An employee who is injured on the job and is sent home or to a hospital or who must obtain medical attention, shall receive pay at his applicable hourly rate for the balance of the employee's regular shift on that day.

ARTICLE 15

INSURANCE

Section 1: Employees covered by this contract shall receive the Group Hospital Medical Plan basic coverage, dental plan and prescription plan paid for by the employer on behalf of it's non-union employees and their families.

ARTICLE 16

MILITARY LEAVE

Section 1: An employee who is a member of the National Guard or Reserves of Military and Naval Forces of the United States is required to undergo annual field training and will be granted a leave of absence with pay for the period of such tour of duty.

Section 2: Any employee who enters into active service in the Armed Forces of the United States shall be granted a leave of absence for the period of military service without pay.

ARTICLE 17

PAY PERIOD AND PAY DAY

Section 1: All employees covered under this agreement shall be paid every two (2) weeks.

Section 2: When the regular pay day occurs on a holiday, the employer shall pay it's employees on the regular work day immediately preceding the holiday.

ARTICLE 18

EQUAL TREATMENT

Section 1: There shall be no coercion, intimidation, or discrimination on the part of either the Employer or the Union, or their respective agents, officers or members, against any employee covered by this Agreement for reason of age, sex, color, religious belief, national origin or disabilities.

ARTICLE 19

UNION VISITATION/BUSINESS

Section 1: AFSCME Council 71 and/or International Union Representatives shall have access upon mutually agreed upon appointment to the Employer's premises during working hours.

ARTICLE 20

CREDIT UNION/CHECK OFF

Section 1: The employer agrees to make payroll deductions for any employee upon written request, to be paid to an appropriate credit union as authorized by N.J.S.A. 40A:9-17.

ARTICLE 21

WORK RULES

Section 1: It is acknowledged that the Borough may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement.

The Borough may adopt new and additional rules and regulations or may modify those which have been promulgated as part of the updating of rules and regulations as provided for hereunder. Such rules and regulations or modifications thereto shall be posted or otherwise disseminated no later than five (5) working days prior to their effective date, except in those cases where and emergency exists as declared by the Department Head/Supervisor.

ARTICLE 22

SAFETY AND HEALTH

Section 1: The employer shall comply with the standards promulgated pursuant to the New Jersey Public Employee Occupational Safety and Health Act, N.J.S.A. 34:6A-25, et seq.

ARTICLE 23

NO-STRIKE PLEDGE

Section 1: The Union covenants and agrees that during the term of this agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Borough,. The Union agrees that such action would constitute a material breach of this agreement.

Section 2: In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any Union member shall entitle the Borough to invoke the following:

Such activity shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the New Jersey Department of Personnel Regulations.

Section 3: The Borough will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Borough.

Section 4: Nothing contained in this agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

ARTICLE 24

FULLY BARGAINED AGREEMENT

Section 1: This Agreement represents and incorporates the complete and final understanding and 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 25

SEVERABILITY

Section 1: In the event that any provision of this Agreement between the parties shall be held, by operation of Law, or by order of any Court or Administrative Agency of competent and final jurisdiction , to be invalid or unenforceable, the remainder of the provisions of said agreement shall not be affected thereby, but shall be continued in full force and effect.

It is further agreed that, in the event that any provision is finally declared invalid or unenforceable, the parties shall meet within thirty (30) days of written notice, by either party to the other, to negotiate concerning the modification, elimination, revision or substitution for such clause or clauses.

ARTICLE 26

TERMINATION AND EXTENSION

Section 1: This Agreement will be effective January 1, 2005 through December 31, 2007. 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 120 days prior to expiration of this Agreement, of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the Borough of Woodbine and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 71, have caused this contract to be signed by their duly authorized representative as of this _____ day of _____, 2005.

ATTEST:

BOROUGH OF WOODBINE

Lisa Garrison, Borough Clerk

BY: _____
William Pikolycky, Mayor

ATTEST:

**AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, COUNCIL 71**

BY: _____
Chapter Chairperson

BY: _____
Staff Representative