

Contract no. 439212

T

LIBRARY
INSTITUTE OF MANAGEMENT

JUL - 7 1999

AGREEMENT
BETWEEN
RUTGERS UNIVERSITY

BOROUGH OF AVALON

CAPE MAY COUNTY, NEW JERSEY

AND

UNITED INDEPENDENT UNION

JANUARY 1, 1991 THROUGH DECEMBER 31, 1993

Prepared by:

Richard M. Salsberg, Esq.
DeMARIA, ELLIS, HUNT,
SALSBERG & FRIEDMAN
744 Broad Street - Suite 1400
Newark, New Jersey 07102
(201) 623-1699

TABLE OF CONTENTS

	PREAMBLE	1
ARTICLE I	RECOGNITION	2
ARTICLE II	MANAGEMENT RIGHTS	3
ARTICLE III	GRIEVANCE PROCEDURE	6
ARTICLE IV	LEGAL REFERENCE	13
ARTICLE V	SENIORITY	14
ARTICLE VI	UNION REPRESENTATIVES	15
ARTICLE VII	HOURS AND OVERTIME	17
ARTICLE VIII	HOLIDAYS	22
ARTICLE IX	VACATIONS	24
ARTICLE X	ANNUAL PHYSICAL	27
ARTICLE XI	HOSPITALIZATION AND INSURANCE	28
ARTICLE XII	SICK LEAVE	30
ARTICLE XIII	SALARIES AND COMPENSATION	33
ARTICLE XIV	SHIFT DIFFERENTIAL.....	35
ARTICLE XV	BULLETIN BOARD	36
ARTICLE XVI	WORK RULES	37
ARTICLE XVII	NON-DISCRIMINATION	38
ARTICLE XVIII	NO-STRIKE PLEDGE	39
ARTICLE XIX	DEDUCTIONS FROM SALARY	41
ARTICLE XX	FUNERAL LEAVE	43
ARTICLE XXI	OPTION TO RETURN TIME FOR SALARY	44

ARTICLE XXII	UNIFORMS AND SAFETY EQUIPMENT	45
ARTICLE XXIII	PROBATIONARY PERIOD	46
ARTICLE XXIV	LONGEVITY PAY	47
ARTICLE XXV	SEPARABILITY AND SAVINGS	48
ARTICLE XXVI	FULLY BARGAINED PROVISIONS	49
ARTICLE XXVII	TERM AND RENEWAL	50

PREAMBLE

This AGREEMENT entered into this _____ day of _____, 1991 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 (Blue Collar Unit), hereinafter called the "Union," represents the complete and final understanding on all the bargainable issues between the Borough and the Union.

ARTICLE I
RECOGNITION

The Borough recognizes the Union as the exclusive collective negotiations agent for all employees covered in the aforementioned Certification and more specifically including all laborers, truck drivers, mechanical operators, sewer and water maintenance, equipment operators, and all other employees in the Public Works Department of the Borough of Avalon and excluding office and clerical workers, managerial executives, police, professional employees and supervisors within the meaning of the Act.

ARTICLE II

MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to 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. The executive management and administrative control of the Borough and its properties and facilities, and the activities of its employees while at work;
 2. To hire all employees and to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees;
 3. To suspend, demote, discharge or take other disciplinary action as necessary;
 4. To establish a code of rules and regulations of the Borough for the operation of the Borough;
 5. To make all decisions relating to the performance of the Borough's operations, educational and maintenance activities, including but not limited to the methods, means, processes, materials, procedures and employees to be utilized;

6. To change, combine or establish and schedule the working hours of employees;
7. To determine the standards of performance of the employees;
8. To take any actions considered necessary to establish and maintain efficiency and cost effective operations and maintenance;
9. To change, modify or promulgate policies, rules and regulations;
10. To assign work as it determines will benefit the Borough and/or the public it serves;

B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, the establishment or change in any term or condition of employment, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement and then only to the extent such 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 in its exclusive right to administer

itself and control the work of its personnel, nor to deny or restrict the Borough in any of its rights, responsibilities and authority under N.J.S.A. 40, or 40A, or any other national, state or local ordinance.

- D. The failure to exercise any of the foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein. Any act taken by the Borough not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered such as if fully set forth herein.
- E. A labor/management committee shall be formed. The committee shall consist of no more than two members of the Union, as designated by the Union, and such representatives of management as the Borough may in its discretion designate. The committee shall convene from time to time as mutually scheduled by the Borough and the Union. The committee shall discuss matters of mutual concern to the Borough and the Union, and may make non-binding recommendations concerning such matters.

ARTICLE III
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.
3. Any grievance may be raised by any employee or by the Union.

B. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

Step One:

- (a) An aggrieved employee shall institute action under the provisions hereof by submitting his grievance in writing within five (5) 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 Business Administrator 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 his 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 the 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.
- (c) Where the employee has no immediate Supervisor, he or she may proceed directly to Step Two hereof, subject to the time limitations provided for filing a grievance as provided under Step One.

Step Two:

- (a) In the event a satisfactory settlement has not been reached with the Supervisor, the employee may appeal his grievance to the Department Head (or his representative) within five (5) working days following receipt by the employee of the written determination of the Supervisor. Such appeal shall be in writing, signed by the aggrieved employee and delivered to the Department Head.
- (b) The Department Head, or his representative, shall render a written decision within five (5) working days from his receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

Step Three:

- (a) In the event a satisfactory settlement has not been reached with the Department Head (or his representative) the employee may appeal his grievance to the Business Administrator within five (5) working days following receipt by the employee of the written determination of the Department Head (or his representative). Such appeal shall be in writing, signed by the aggrieved employee, and delivered to the Business Administrator.

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

Step Four:

In the event that the grievance has not been resolved at Step Three, the following provisions and procedures shall apply. The parties agree that there are two types of grievances for the purposes hereinafter set forth more particularly as follows:

Type One: Grievances involving the meaning, application or interpretation of the terms of this Agreement.

Type Two: Grievances involving the interpretation or application of rules and regulations, policies or administrative decisions which affect the terms and conditions of employment of an employee.

TYPE ONE GRIEVANCE

In the event that a Type One Grievance has not been resolved at Step Two, the employee may, within ten (10) working days following receipt by him of the determination of the Department Head, submit the matter to the Public Employment Relations

Commission for binding arbitration. In the event that the employee shall elect to submit the Type One 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 Type One Grievance definition stated above in this Article III of this Agreement.
- (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.

TYPE TWO GRIEVANCE

In the event that a Type Two Grievance has not been resolved at Step Two, the employee may, within ten (10) working days following receipt by him of the determination of the Department Head, submit the Type Two matter to the Public Employment Relations Commission for non-binding arbitration. In the event that the employee shall elect to submit the Type Two Grievance for non-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 arbitrators shall be bound by the parameters of the Type Two Grievance definition stated above in this Article III of this Agreement.
- (c) The decision of the arbitrator shall not be binding upon either party. Each party shall review the findings of the arbitrator and certify to the other within ten (10) days of receipt thereof in writing whether the finding will be accepted.
- (d) The costs of 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 his non-binding decision 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 One.

2. The Business Agent of the Local Union 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 Business Agent may participate in the grievance procedure at Step Three and at all steps subsequent thereto.
4. At any meeting between a representative of the Borough and an 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, which is defined as continuous employment with the Borough from date of last hire, will be given due consideration by the Borough under the following circumstances:
1. The most senior employees shall be given preference in the selection of vacations provided that there is no interference with the normal operations of the Borough.
 2. Promotions to positions in the bargaining unit shall be granted to those individuals having the best skills, abilities and qualifications to perform the work as determined by the Borough. If two employees are equally qualified to perform the work, then the one with the most seniority will be given preference for the promotion.
 3. The Shop Steward and Chief Shop Steward shall be considered as having top seniority within their classification solely for the purpose of lay-offs. However, in the case of lay-offs, ability to do the job, qualifications, attendance and physical ability shall apply.
- B. The Borough shall mail the Union a seniority list of bargaining unit employees covered by this contract employed by the Borough on January 1 of each year.

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 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. Two Shop Stewards may be appointed to represent the Union in grievances with the Borough, one of whom shall be designated as Chief Shop Steward. Whenever changes to the Union are made by the election of one or more Shop Stewards, the names of the newly elected representatives shall be submitted, in writing, to the Business Administrator.
- C. The Borough agrees to grant time off with pay for Shop Stewards and Union Officers performing their Union duties,

as follows: one hour per week to the Stewards and Union Officers for contract administration; the Chief Shop Steward shall be entitled to six (6) days per year paid time off for attendance at Union sponsored training seminars; and each Union Officer shall be entitled to one (1) day per year paid time off for attendance at Union sponsored training seminars.

Prior to engaging in any Union activity as defined above, the Shop Stewards and Union Officers shall seek permission from the Department Head or the Business Administrator, or their designees, to be relieved from his assigned work detail. Failure to comply with this Section shall result in disciplinary action.

- D. The Borough and the Union agree that the Union Collective Bargaining Negotiations Committee shall be comprised of not more than four employees. Employees shall not lose pay for attendance at negotiations during regularly scheduled work hours.

ARTICLE VII

HOURS AND OVERTIME

- A. Sewer and Water Utility Employees: For all employees assigned to the Sewer and Water Plants, the basic workweek shall be eight (8) hours per day, forty (40) hours per week, five (5) days per week, which may be scheduled Sunday through Saturday, inclusive.
- B. General Employees: For all employees other than employees assigned to the Sewer and Water Utility, the normal workweek, except for the "Summer Season," shall be eight (8) hours per day, forty (40) hours per week, Monday through Friday, inclusive. During the "Summer Season," the Department Director may direct certain employees to work on Saturday and/or Sunday, without premium compensation, so that the "Summer Season" workweek of such employee shall be eight (8) hours per day, forty (40) hours per week, which may be scheduled Monday through Sunday, inclusive. There shall be five (5) days of scheduled work and two (2) consecutive days off. The schedule shall be established prior to the start of the "Summer Season" and shall remain fixed throughout the period. Insofar as practicable, the Borough shall endeavor to assign the least senior employees to weekend work.

In the event an employee is required to work overtime, the employee shall receive, at the employee's option, either overtime pay at the rate of time and one-half (1-1/2) of straight time rate for each hour over forty (40) hours worked in the workweek or compensatory time at the rate of time and one-half (1-1/2) for each hour over forty (40) hours worked in the workweek.

Compensatory time accumulated at the end of the "Summer Season" must be taken during the period of September 15th of the current year through May 14th of the following year. For the purposes of this Agreement, the "Summer Season" shall be defined as May 15th through the second weekend following Labor Day.

- 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 Borough reserves the right to work the employee for a full two (2) hours in such circumstances.

- D. The overtime provisions of this Article shall apply only to full-time employees in permanent or probationary status and not summer, seasonal or temporary employees.

- E. The workday shall normally begin at 7:00 a.m., with the normal lunch break at such time as directed by the Department Head or his designee. During the "Summer Season," the normal workday shall be as set by the Department Head as he deems necessary to enable the Department to perform its assigned duties. Employees shall be guaranteed two (2) consecutive days off during each workweek.
- F. All employees shall receive a fifteen (15) minute break in the morning and in the afternoon. The break shall be taken on-the-job except in times of inclement weather when a return to the Borough Yard may be necessary for a clothing change or to get warm. Permission to leave the job for a break must be obtained from the Department Head or his assistant. The time for these breaks shall be established by the Department Head.
- G. An employee asked to work on all or part of a weekend or on his 6th or 7th day shall be given forty-eight (48) hours notice of such scheduled work. This requirement shall not apply in an emergency. An emergency is defined as a situation which affects the general health, safety and welfare of the public or other specific circumstances that do not permit the scheduling of prearranged overtime. An

emergency will be designated by the Business Administrator or in his absence, his designee.

H. Overtime shall be offered on the basis of generally accepted seniority principles. Any work directly contiguous to an employee's assignment shall not be considered as "assignable" overtime under this paragraph; i.e., an employee shall be required to finish any particular job or task that he or she is working on without the necessity of going through a seniority roster to complete the job or task.

I. Standby

1. An employee placed on "standby" duty shall be available for a "callout," defined as a recall to duty on his off duty hours. Standby duty shall, where practicable, be equitably rotated among all employees deemed by the Borough to be qualified to handle necessary callout duties. Employees may not refuse standby duty or a callout assignment.
2. Each employee placed on standby duty shall be provided with an electronic paging device which he shall keep on his person, turned on, during the time that he is on standby. Upon receiving a callout, the employee shall make every effort to report to his callout duties within 45 minutes of the call.

3. Employees on standby duty shall receive a minimum of two (2) hours' pay at the premium rate of time and one-half (1-1/2) for each day of standby duty. An employee who is recalled to duty after normal working hours shall receive a minimum of two (2) hours' pay at the rate of time and one half (1-1/2) for time worked. The Borough reserves the right to provide work for the employee for a full two (2) hours in such circumstances.

ARTICLE VIII

HOLIDAYS

A. The following days shall be recognized as holidays with pay for full-time Borough employees for the years 1991-1993:

- | | |
|---------------------------|--|
| 1. New Year's Day | 9. Columbus Day |
| 2. Martin Luther King Day | 10. General Election Day |
| 3. Lincoln's Birthday | 11. Veteran's Day |
| 4. President's Day | 12. Thanksgiving Day |
| 5. Good Friday | 13. Friday following
Thanksgiving Day |
| 6. Memorial Day | 14. Christmas Day |
| 7. Independence Day | 15. Two Personal Holidays |
| 8. Labor Day | |

B. If Christmas falls on a Saturday or Sunday, it shall be observed on the preceding Friday or the following Monday. If any other holidays fall on a Saturday, it shall be observed on the preceding Friday. If any other holiday falls on a Sunday, it shall be observed on the following Monday.

C. Employees who are scheduled to work on the recognized holidays noted in this Article shall be paid on the basis of time and one-half (1-1/2) for actual hours worked on the holiday, plus a day paid at straight time for the holiday as such.

D. Personal Leave Days are to be used by the employee for personal reasons and subject to the following conditions: a personal leave day shall be granted by the Borough upon twenty-four (24) hours' prior request of the employee submitted to the Head of his or her department. Said request shall be granted, at the discretion of the Department Head, as long as the employee's absence can be granted without interference with the proper function of the department.

ARTICLE IX

VACATIONS

- A. Annual vacation leave with pay shall be earned according to the schedule shown below.
1. First Year (defined as the first twelve months of employment of a new employee) - one (1) working day per month for each calendar month of service.
 2. Second Year (defined as the months following the employee's first anniversary date until the December 31st following the employee's first anniversary date) - one (1) working day per month for each calendar month of service.
 3. Third Year (defined as the calendar year beginning with the January 1st following the end of the second year, as defined above) through tenth year - 14 days.
 4. Eleventh year through twentieth year - 21 days.
 5. Twenty-one years and over - 28 days.
- B. Annual vacation leave accrues on a prorated basis per full calendar month of service. Vacation leave is credited in advance at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on that basis in accordance with Borough procedures. Upon separation from the Borough or upon

retirement, an employee shall be entitled to vacation allowances for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective, and any vacation leave which may have been carried over from the preceding calendar year. In the event an employee has used a greater amount of vacation leave than he/she has earned, the excess amount shall be deducted from any sums due the employee or shall be collected directly from the employee.

- C. Vacation leave must be taken during the current calendar year at such time as permitted or directed by the Department Head, unless the Department Head determines that it cannot be taken because of the needs of the department. Any vacation leave not taken as a result of such determination may be carried forward into the next succeeding year only.

- D. Employees wishing to take vacation leave shall submit requests for such leave to the Department Head. Employees shall submit requests for at least one half of their vacation leave allotment no later than May 15. Requests to use the balance must be submitted at least 48 hours in advance for leaves of two (2) days or less, and at least one week (1) in advance for leaves in excess of two days.

In emergencies, the Department Head may grant requests that deviate from these requirements.

- E. At no time shall an employee who has exhausted his sick leave allotment be permitted to utilize vacation leave in its place, unless the scheduling criteria outlined in Paragraph D, above can be met and then only in cases where sick leave can be pre-planned, such as admittance to a hospital for treatment.

ARTICLE X

ANNUAL PHYSICAL

The Borough shall have the right to require any bargaining unit employee to obtain an annual physical examination from a specific physician.

ARTICLE XI

HOSPITALIZATION AND INSURANCE

- A. The Borough shall provide hospitalization and medical coverage which will in no case afford less coverage than the Blue Cross/Blue Shield 14/20 Plan with Major Medical, Rider J and Maternity Benefits for the employee, his/her spouse and eligible children.

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

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

- D. The Borough shall provide Blue Cross/Blue Shield coverage for the retiree after retirement until age 65 or until such time as the retiree is eligible for Medicare. This section shall apply to all employees who have at least twenty-five (25) years of service before actual non-deferred retirement and had qualified for their benefit before

retirement. 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.

- E. 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. The Borough shall provide each active employee, his/her spouse and eligible children with a Two-Dollar (\$2.00) co-pay prescription drug insurance plan.
- G. The Borough shall provide each active employee, his/her spouse and eligible children with a Dental Program with no deductible in accordance with the dental expense benefit payment attached hereto as Appendix C. The employee shall be responsible for the Program's "deductible."
- H. The Borough shall have the right to change insurance carriers so long as substantially similar benefits are provided.

ARTICLE XII

SICK LEAVE

A. 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 or a short period of emergency attendance on a member of his 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, or relative of the employee residing in the employee's household."

B. Amount of Sick Leave

1. Each employee shall be entitled to twelve (12) days' sick leave in any one (1) year and may accumulate same without limitation. 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 Public Employees Retirement System, pursuant to the ordinary retirement provisions. Such unused sick leave shall be paid at the rate of fifty percent (50%) of their current rate of pay, to a maximum of six thousand five hundred dollars (\$6,500.00).

Employees hired prior to 1972 will be "capped" at eight thousand dollars (\$8,000.00). 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 one (1) day 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 five (5) consecutive days shall constitute a resignation not in good standing. In order to be entitled to sick leave, an employee must provide notice of sick leave usage no later than his or her scheduled starting time to the appropriate supervisor. Failure to do so may also result in disciplinary action.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for more than three (3) consecutive working days 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 illnesses of less than three (3) days whenever such requirement appears reasonable.
 3. Any employee utilizing sick time on a regularly scheduled workday immediately prior to or immediately subsequent to a holiday specified in Article VIII of this Agreement shall provide his supervisor with a physician's certificate of illness.
- E. Any employee who uses no sick leave in any calendar year will receive a one-hundred dollar (\$100.00) bonus during the following January.
- F. A maximum of six (6) sick days per calendar year shall be treated as time worked for the purpose of calculating overtime.

ARTICLE XIII

SALARIES AND COMPENSATION

- A. Each employee in the bargaining unit shall receive an hourly salary in accordance with the Schedule of Salaries contained in Appendix A which states the salary to be received by each present employee of the Borough during the calendar years 1991, 1992 and 1993. The salaries set forth in Appendix A shall be retroactive to the first pay in January, 1991.
- B. Salaries for new employees who are hired after the signing of this Agreement and whose names do not appear on Appendix A shall be established by the Borough and shall be in accordance with the scale set forth in Appendix B hereof.
- C. Upon receiving a promotion, an employee shall receive a salary at the rate set forth in Appendix B which is the next highest rate above his current salary regardless of the number of years in the particular class; provided, however, that if the resulting increase in salary as so determined would be less than twenty-five cents (\$.25) per hour, the employee's salary upon promotion shall be set at a rate twenty-five cents (\$.25) higher than his current rate of pay. For example, an employee earning \$8.50 per

hour as a Class II employee who is promoted to Class III would receive \$8.75; in subsequent years, he would receive \$9.25 and then \$10.00.

- D. Temporary promotions to higher classifications may be made with the consent of the Department Director. Temporary promotion is defined as working out of the employee's normally assigned classification for a period exceeding eight (8) hours in one (1) payroll week (this time period shall include set up time and clean up time as well as time actually performing in the higher classification). Employees will be paid for higher classification work at the minimum rate of the higher classification. The Borough agrees that it will not switch employees in and out of higher titles for the purpose of avoiding payment under this paragraph.
- E. The Borough shall hold back one (1) week's pay from each employee. New employees will have one (1) week's pay held back immediately.
- F. It is specifically understood that in order to be eligible for any retroactive raise under this Agreement, an employee must be on the payroll at the time of Contract signing. No employee hired during 1991 will receive any raise during 1991.

ARTICLE XIV

SHIFT DIFFERENTIAL

The following scheduled shift differentials shall be paid:

1. Second Shift - Forty cents (\$.40) above employee's base pay.
2. Third Shift - Forty-five cents (\$.45) above employee's base pay.

ARTICLE XV
BULLETIN BOARD

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

ARTICLE XVI

WORK RULES

- A. The Borough shall put in writing its present existing work rules, a copy of which shall be delivered to the Union prior to posting. The Borough shall then post or distribute these work rules to the bargaining unit employees within ninety (90) days of the signing of this Agreement.
- B. The Borough may adopt and post or otherwise disseminate such other rules and regulations as it may desire, provided that the same are not contrary to this Agreement. The Union will be notified of such rules and regulations.
- C. No employee shall be assigned to operate any truck or other heavy vehicle unless said employee holds a license appropriate for the operation of said vehicle.
- D. All employees must possess a valid New Jersey Driver's License except certain current employees exempted from this provision by the Business Administrator. In the event an employee has his/her license revoked for the first time and the employee is required to have a license to perform his/her job, such employee ^{DO NOT REMOVE} will be suspended without pay for the amount of time he/she has no license.

ARTICLE XVII

NON-DISCRIMINATION

- A. There shall be no discrimination by the Borough or the Union against an employee on account of race, color, creed, sex, national origin or political affiliation or activities as prescribed in the Code of Ethics heretofore adopted by the Borough.
- B. There shall be no discrimination, interference, restraint or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employee covered under this Agreement who is not a member of the Union and shall not solicit membership in the Union or the payment of dues during working time.

ARTICLE XVIII

NO-STRIKE PLEDGE

- A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees subject, however, to the application of the Grievance Procedure contained in Article III.
- C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any

strike, work stoppage, slowdown, walkout or other job action against the Borough.

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

ARTICLE 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 eighty-five percent (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 benefitting 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) day 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.
- E. The Borough further agrees to provide to the Union an accurate list of all new employees, including date of hire, job classification and salary. The Borough also agrees to provide to the Union a list of all employees who have terminated employment through resignation, retirement or otherwise, together with dates of separation.

ARTICLE XX

FUNERAL LEAVE

- A. Leave with pay not to exceed five (5) days shall be granted to an employee in the event of death in his immediate family. Funeral leave is to begin upon notice of death of employee's immediate family and to terminate not later than one (1) day after interment. The term "immediate family" for the purpose of this Article shall include the following:
1. The employee's spouse, child, step-child, parent, brother or sister.
 2. The child, parent, brother or sister of his spouse.
 3. A relative living under the same roof.
 4. Grandmother, grandfather, grandchild or great-grandchild.
- B. In the event of the death of a loved one who is not included in the term "immediate family," 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 three (3) days.

ARTICLE XXI

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 five (5) working days. Payment is to be made in the first pay of December of the current year.

ARTICLE XXII

UNIFORMS AND SAFETY EQUIPMENT

- A. The Borough shall provide each employee with uniforms in accordance with the past practice. The Borough shall also provide each employee with three (3) tee shirts which may be worn during the "Summer Season" in lieu of the standard uniform shirt.

- B. Additionally, the Borough shall annually provide each employee with a Forty Dollar (\$40.00) stipend to pay for work shoes.

- C. Employees failing to wear uniforms which have been issued or safety equipment, including safety shoes, shall be subject to disciplinary action including, but not limited to, being sent home and docked for the time missed.

ARTICLE XXIII

PROBATIONARY PERIOD

Every person hired or appointed shall be deemed to be a temporary employee and on probation in the position to which he is hired or appointed for a period of four (4) months. Prior to his completion of the probationary period, the employee shall be evaluated by the Department Head to determine whether he shall be granted permanent status or dismissed, 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 Department Head, for just cause, needs additional time to evaluate an employee properly, the Borough may submit a written request 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 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.

ARTICLE XXV

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 XXVI

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiation.

ARTICLE XXVII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1991 and shall remain in effect to and including December 31, 1993. 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 _____ day of _____, 1991.

UNITED INDEPENDENT UNION

By: _____

ATTEST:

BOROUGH OF AVALON
CAPE MAY COUNTY
NEW JERSEY

By: _____

~~Acting~~ Mayor

ATTEST:

Borough Clerk

APPENDIX "A"

<u>CLASS I</u>	<u>1/1/91</u>	<u>1/1/92</u>	<u>1/1/93</u>	<u>7/1/93</u>
F. KEEN	8.00	8.00	8.00	8.00
J. O'NEILL	6.78	7.18	7.58	8.00
T. JOHNSTONE	7.03	7.35	7.70	8.00
R. JUDYSKI	6.50	7.00	7.50	8.00
S. BROWN	6.98	7.32	7.66	8.00
E. WHILDIN SR.	6.73	7.15	7.57	8.00
J. SCHWARTZ	6.73	7.15	7.57	8.00
 <u>CLASS II</u>				
W. MOORE	8.21	8.46	8.72	9.00
R. GERRETZ	7.50	8.00	8.50	9.00
R. WOLFORD	7.18	7.78	8.40	9.00
R. EDWARDS	8.21	8.46	8.72	9.00
J. SWEENEY	7.87	8.25	8.50	9.00
L. SHANK	7.50	8.00	8.50	9.00
G. RHODA	7.00	7.65	8.30	9.00
RUSS RHODA	7.45	7.65	8.30	9.00
G. SNYDER	7.00	7.65	8.30	9.00
R. WHILDIN	7.45	7.65	8.30	9.00
 <u>CLASS III</u>				
D. JOHNSON	9.32	9.54	9.76	10.00
ROB RHODA	8.40	8.90	9.50	10.00
M. RITCHIE	8.50	9.00	9.50	10.00
W. FRITZ	9.06	9.37	9.68	10.00
A. ASHBRIDGE	8.30	8.85	9.40	10.00
E. RITCHIE	8.30	8.85	9.40	10.00
A. RIDLER	8.55	9.05	9.50	10.00
J. WOLFORD	8.55	9.05	9.50	10.00
E. BLOOD	8.12	8.75	9.35	10.00
J. ROBINSON	7.84	8.55	9.25	10.00
D. GAROFOLA	8.65	9.10	9.55	10.00
 <u>CLASS IV</u>				
F. LIVINGSTON	10.70	10.88	11.05	11.25
B. NICHOLS	10.17	10.52	10.87	11.25
B. SOUDER	10.41	10.69	10.97	11.25
J. MCEWING	9.93	10.36	10.79	11.25

APPENDIX "B"

	<u>START</u>	<u>END OF 1 YR.</u>	<u>END OF 2 YRS.</u>	<u>END OF 3 YRS.</u>
CLASS I	6.50	7.00	7.50	8.00
CLASS II	7.00	7.65	8.30	9.00
CLASS III	8.00	8.75	9.25	10.00
CLASS IV	9.75	10.25	10.75	11.25