

AGREEMENT

1964

Between

BOROUGH OF AVALON

CAPE MAY COUNTY, NEW JERSEY

and

TEAMSTERS LOCAL 676

January 1, 1997 through December 31, 1999

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PREAMBLE

This AGREEMENT entered into this 15th day of April, 199~~8~~⁷ 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 TEAMSTERS LOCAL 676, hereinafter called the "Union," represents the complete and final understanding on all the bargainable issues between the Borough and the Union.

ARTICLE ONE

RECOGNITION

Section 1:

Pursuant to Public Employment Relations Commission Certification of Representative dated March 18, 1994 under Docket No. RO-94-96, the Borough recognizes the Union as the exclusive collective negotiations agent for all Department of Public Works employees specifically including all laborers, truck drivers, mechanical operators, sewer and water maintenance repairers and equipment operators and excluding office and clerical workers, police, managerial executives, confidential employees, craft employees, professional employees and supervisors within the meaning of the Act, and all other employees employed by the Borough of Avalon.

Section 2:

The title "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males and females.

ARTICLE TWO

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 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:

A. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means in the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

B. To make rules of procedure and conduct, to use such work methods and equipment as it deems appropriate, to determine work schedules and shifts, to decide the number of employees needed for any particular time, to be in sole charge of the quality and quantity of work required and to assign work as it determines will benefit the Borough and/or the public it serves.

C. To determine the amount of overtime to be worked.

D. To determine the standards of work performance of employees and the content of work assignments.

E. The right of management to make, maintain, amend and promulgate such rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective and efficient operation of the Department after advance notice thereof to the employees and required compliance by the employees is hereby recognized by the Union.

F. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

G. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

H. To layoff employees in the event of lack of work or funds or other conditions where continuation of such work would be inefficient and non-productive.

Section 2. 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.

Section 3. 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.

Section 4. 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, so long as that right does not violate any municipal state or federal law.

ARTICLE THREE

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 employment under this Agreement.

2. Nothing herein 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.

3. The term "grievance" as used herein means an appeal by either an individual employee or the Borough from the interpretation, application or alleged violations of the contract, agreements, and administrative decisions affecting them and the terms and conditions of employment. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of employment controlled by statute or administrative regulation or policy, incorporated by reference in this Agreement, either expressly or by operation of law, or the express terms of this Agreement. The term "grievance" shall not include Disciplinary matters. Disciplinary matters are subject to the provisions of Article Four entitled Disciplinary Action.

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 in writing:

1. Step One:

The aggrieved or the Union Shop Steward shall institute action under the provisions hereof within five (5) working days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate

supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

2. Step Two:

If no agreement can be reached orally within five (5) working days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within five (5) working days thereafter to the immediate supervisor or his designated representative. The immediate supervisor or his designated representative shall answer the grievance in writing within five (5) working days of receipt of the written grievance.

3. Step Three:

If the Union wishes to appeal the decision of the immediate supervisor, such appeal shall be presented in writing to the Department Head of the appropriate Department within five (5) working days thereafter. The Department Head of the appropriate Department shall respond, in writing, to the grievance within five (5) working days of the submission.

4. Step Four:

If the Union wishes to appeal the decision of the Department Head of the appropriate Department, such appeal shall be presented in writing to the Business Administrator within five (5) working days thereafter. The Business Administrator shall respond in writing to the grievance within ten (10) working days of the submission.

5. Step Five:

If the grievance is not settled in Steps One, Two, Three or Four, either party shall have the right to submit the dispute to non-binding advisory arbitration pursuant to the rules and regulations of the Public Employment Relations Commission.

- (i) The costs for the services of the arbitrator shall be borne equally by the Borough and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.
- (ii) The parties direct the arbitrator to decide, as a preliminary question, whether he has the jurisdiction to hear and decide the matter in dispute.
- (iii) The arbitrator shall be bound by the provision of this agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify or detract from or alter in any way the provisions of this agreement or any supplement thereto. The decision of the arbitrator shall be advisory and shall not be binding on either party.

C. Union Representation

Upon prior notice to and authorization of the appropriate Department Head, the designated Union Representative shall be permitted

as members of the Grievance Committee to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during working hours of employees, without loss of pay, and with the approval and consent of the Department Head, provided the conduct of said business does not diminish the effectiveness of the Borough of Avalon or require the recall of off-duty employees.

D. Time Limits

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure, within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure. Such extension shall be in writing.

E. Continued Performance

During the pendency of any grievance, an employee shall continue to follow all directions and orders of his supervisor.

ARTICLE FOUR
DISCIPLINARY ACTION

Section 1

Discipline of an employee shall be imposed for good and just cause according to law. The provisions of this Article shall not apply to new employees during their Probationary Period, seasonal employees or part time employees.

Section 2

The name of any employee who is notified of suspension, demotion, or dismissal shall be transmitted to the Union as soon as feasible but not later than seventy-two (72) hours after such notice.

Section 3

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

- a. Verbal reprimand
- b. Written reprimand
- c. Suspension without pay
- d. Demotion
- e. Dismissal

Section 4

The causes for which disciplinary action may be taken include, but are not limited to, the following:

- a. Neglect of duty.

- b. Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked.
- c. Incompetency or inefficiency due to mental or physical disability.
- d. Insubordination or serious breach of discipline.
- e. Intoxication while on duty.
- f. Commission of a criminal act.
- g. Disobedience of a rule or regulation of the Borough.
- h. Conduct unbecoming a public employee.
- i. Chronic or excessive absenteeism.
- j. Negligence of or willful damage to public property or waste of public supplies.
- k. Abuse or misuse of sick leave.
- l. Tardiness.
- m. Use or possession of controlled dangerous substances during work hours.

Section 5

Disciplinary Hearing. An employee who is disciplined under the provisions of this Article shall, upon written request to the Business Administrator, be granted an Administrative Hearing, where the penalty sought is dismissal or a suspension without pay exceeding ten (10) days. Request must be made within five (5) days of the filing of written charges. Said hearing shall be conducted by the Business Administrator not less than ten (10) days, nor more than twenty (20) days, from the

filing of charges unless a charge is agreed to by both parties. The Business Administrator shall render a decision within thirty (30) days of the hearing. When necessary to maintain order or efficiency in the delivery of services or whenever it is in the public interest, an employee may be suspended prior to the date of the hearing.

Section 6.

Probationary or temporary employees may be removed from employment at the discretion of the Department Head.

Section 7.

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 or discharge) is to be announced, a Union representative shall be present unless the employee elects to attend the meeting without the Union representative present.

Section 8.

Nothing in section 7 shall prohibit the Borough management from meeting with and/or counseling employees without Union representatives present.

ARTICLE FIVE

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 SIX

SENIORITY

Section 1

Seniority is defined to mean an accumulated length of continuous service with the Borough, computed from the last date of hire.

Section 2

An employee's length of service shall not be reduced by time lost due to absence for bona fide illness or injury certified by a physician, or approved leave of absence.

Section 3

Seniority shall be lost and employment terminated if any of the following occur:

- A. Discharge with cause;
- B. Resignation
- C. Failure to return promptly upon expiration of authorized leave;
- D. Absence for five (5) consecutive working days without leave or notice; and
- E. Engaging in any other employment during a period of leave.

Section 4

The most senior employees shall be given preference in the selection of vacations, personal leave days, and compensatory time-off provided that there is no interference with the normal operations of the

Borough and further provided that the exercise of seniority for personal leave days or compensatory time off shall not interfere with previously scheduled vacation time of other employees.

Section 5

Once each year, during the month of January, the Borough shall compile and submit to the Union in writing, and then post in a conspicuous place, a seniority list or lists from the regular payroll records. Any employee hired after said posting shall have their names added to this list in order of date of hire, and the Union shall be notified of such additions.

Section 6

After an employee has completed his probationary period, the employee shall gain seniority status and his seniority on the seniority list shall revert back to the first day of his probationary period.

ARTICLE SEVEN

UNION RIGHTS

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. Three Shop Stewards shall be appointed to represent the Union in grievances with the Borough, one of whom shall be designated as Chief Shop Steward. Whenever changes by the Union are made by the appointment of new Shop Stewards, the names of the newly appointed representatives shall be submitted, in writing, to the Business Administrator.

C. Prior to engaging in any Union activity, the Shop Stewards and Union officers shall seek permission from the Department Head or the Business Administrator, or their designee, 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.

E. The availability of all openings for permanent positions in this bargaining unit will be posted upon the bulletin board for a period of ten (10) working days.

F. Inspection of Payroll Records. Whenever a complaint is made concerning the wages, vacations and/or holidays of an employee, the complaining employee shall have the right to inspect employer's payroll and time records of the employee and the employee's personnel file with the Shop Steward present during the Grievance Procedure.

G. The Union recognizes that the Employer covered by this Agreement must operate with the welfare and public interest of the citizens in mind and must keep abreast of developments in methods of public service and must operate efficiently and economically if it is to be able to meet rising costs of operation, including rates of pay and working conditions to members of the Union. Accordingly, the Union agrees that it will cooperate with the Employer to the end that its work may be operated efficiently and further agrees that it will not interfere in any way with the Employer's right to operate and manage its work provided that nothing herein will permit the Employer to violate any of the terms and/or conditions of this Agreement.

If the steward or employees feel that the Employer in any way violates this Agreement, the matter shall be handled in the manner outlined in the Grievance Procedure in this Agreement.

H. The Borough agrees to give the Shop Stewards a total of six (6) days off per year with pay for attendance at Union sponsored training seminars. Prior to attending these training seminars the Shop Stewards shall seek permission from the Department Head or Business Administrator to be excused from work. Approval will not be denied unless the absence of employee will adversely effect the Borough.

ARTICLE EIGHT

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 Saturday through Friday, 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 Saturday through Friday, inclusive. Except for the switch-over week to the "Summer Season", 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 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. The Employee

may, at the Employee's option, elect to be paid for the above overtime or to take compensatory time off.

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 September 15th. Employees entitled to take compensatory time off must do so in minimum increments of one hour each.

Compensatory Time Off, Sick Days (in excess of six (6) each year) and Personal Days shall not be considered as "time worked" for the purposes of the calculation of overtime.

- 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 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 NINE

HOLIDAYS

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

- | | |
|---------------------------|--|
| 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 the 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.

Personal Leave Days are earned on a pro-rated basis. New employees shall only receive one (1) Personal Leave Day for each six (6) 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 two (2) 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. In the event that an employee of the Borough terminates employment for any reason, any unused Personal Days will be paid to the employee on a pro-rated basis. An employee shall reimburse the Borough for paid Personal Leave Days used in excess of his or her pro-rated entitlement.

ARTICLE TEN

VACATIONS

Section 1. Annual vacation leave with pay shall be earned according to the schedule shown below.

- A. 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.
- B. 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.

- C. 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.
- D. Eleventh year through twentieth year - 21 days.
- E. Twenty-one years and over 28 days.

Section 2. 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.

Section 3. 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.

Section 4. 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. A maximum of two (2) vacation days may be taken during the summer season (May 15th through September 15th). In emergencies, the Department Head may grant requests that deviate from these requirements.

Section 5. 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.

Section 6. 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. Payments is to be made in the first pay of December of the current year.

Section 7. In the event that an employee is entitled to vacation at the time of his or her death, his or her widow or his or her estate shall receive the earned vacation pay.

ARTICLE ELEVEN

ANNUAL PHYSICAL

The Borough shall, at its expense, have the right to require any bargaining unit employee to obtain an annual physical examination from a physician designated by the Borough. The Borough shall, at its expense, make available shots for hepatitis and poison ivy from a health care provider designated by the Borough to those employees determined by the Borough to require same.

New employees shall, at their expense, obtain a physical examination from a physician acceptable to Borough.

ARTICLE TWELVE

DRUG-FREE WORKPLACE

A drug-free workplace, free from use of non-medically prescribed controlled substances, 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 policy and practices oriented toward maintaining a drug-free work environment.

The use, possession, sale or distribution of non-medically prescribed controlled substances 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 policy is not considered a medical issue and normally results in dismissal from the Borough. The Borough's drug policy also prohibits employees affected by any non-medically prescribed controlled substances from 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-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 and/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 to submit to drug 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.

ARTICLE THIRTEEN

HOSPITALIZATION AND INSURANCE

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

1. Hospitalization-Surgical Benefit Plan.

A Hospitalization-Surgical Benefit Plan shall be provided containing coverages with no appreciable change from those provided at the date of the signing of this agreement.

2. Major Medical Coverage.

A Major Medical Expense Benefit Plan with coverage as more particularly set out on Exhibit "A" of this agreement.

3. A Prescription Insurance Plan.

The Borough shall provide each active employee, spouse and eligible dependent with a prescription drug insurance plan that is a Five (\$5.00) Dollar co-pay plan for brand name drugs and no co-pay provision requirement for generic drugs.

4. Dental Care Plan.

Dental Program comparable to the present plan as more particularly set out on Exhibit "B" of this Agreement.

5. 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.

B. 1. The Borough shall provide Hospitalization-Surgical Benefit Plan and Major Medical Coverage for the retiree and spouse after retirement until age 65 or until such time as the retiree is eligible for Medi-Care. This Section shall apply to the employees who have at least twenty-five (25) years of service before actual non-deferred retirement and have qualified for their benefit prior to 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 shall apply.

2. The Borough shall pay one hundred percent (100%) of the cost of group insurance for an employee after retirement until age 65 or until such time as the employee is eligible for Medi-Care and fifty percent (50%) of such cost thereafter, including the cost of coverage for the employees dependents for all employees hired after July 1, 1989. In order to qualify for such benefit the employee must satisfy the following criteria as mandated by N.J.S.A. 40A:10-23.

- a. The employee must have retired on a disability pension; or
- b. The employee retires after twenty-five (25) years or more of service with the Borough; or
- c. The employee has retired and reached the age of sixty-two (62) or older and has at least fifteen (15) years of service with the Borough of Avalon.

For the purpose of this Article, the term "retirement" means the employee must be eligible for and be receiving retirement pension benefits from the Public Employment Retirement System. (P.E.R.S.)

C. The Borough may, at its option, change any of the existing insurance plans or carriers providing such benefits, so long as there is no appreciable change in the level of benefits provided to the employees and their eligible dependents. The Borough further reserves the right, at its option, to self-insure any of such plans or coverages so long as there is no appreciable change in the level of benefits provided to the employees and their eligible dependents. Prior notice must be made to the employees of any change in the above described benefits.

D. Health insurance benefits will be provided in the event of a work related injury.

E. Employees who can certify other health care coverages through a spouse's employment may elect to opt-out of the Health Benefit Program coverages hereunder and receive a payment of \$500 per annum prorated for the period of time each year that coverage does not apply to the employee. Checks for opting out will be issued on or about December 1st of each year.

ARTICLE FOURTEEN

SICK LEAVE

Section 1. Service Credit for Sick Leave.

A. All employees shall be entitled to sick leave with pay as specified hereunder.

B. 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 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 relatives of the employee residing in employee's household.

Section 2. Amount of Sick Leave.

A. Each employee shall be entitled to twelve (12) days' sick leave in any one (1) year and may accumulate same without limitation. 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 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 (\$6,500.00) Dollars.

Employees hired prior to 1972 will be "capped" at Eight Thousand (\$8,000.00) Dollars. 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.

B. 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.

Section 3. Reporting of Absence of 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.

Section 4. Verification of Sick Leave.

A. An employee who has been 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.

B. 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 to the Business Administrator.

C. Any employee utilizing sick time on a regularly scheduled workday immediately prior to or immediately subsequent to a holiday specified in Article Eight of this Agreement shall provide his supervisor with a physician's certificate of illness.

Section 5. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required from the employee prior to his return to work stating that the employee's return to work will not jeopardize the health of other employees.

Section 6. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, 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 will not jeopardize the health of other employees.

Section 7. No benefits will be paid by the Borough, or its insurance carrier, if employee is injured working at a second job (commonly called "Moon Lighting").

Section 8. Any employee who uses no sick leave in any calendar year will receive a One Hundred (\$100.00) Dollar bonus during the following January.

Section 9. A maximum of six (6) sick days per calendar year shall be treated as time worked for the purpose of calculating overtime.

ARTICLE FIFTEEN

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 1997, 1998 and 1999. The salaries set forth in Appendix A shall be retroactive to the first pay in January, 1997.

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 in the next higher classification above his current classification

D. 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.

E. 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.

ARTICLE SIXTEEN

BULLETIN BOARDS

One bulletin board shall be made available by the Borough at the Public Works Yard. This Bulletin Board may be utilized by the Union for the purpose of posting notices relating to the meetings and official business of the Union. The Department Head or his representative may have removed from the Bulletin Board any material which does not conform to the intent and provisions of this Article.

ARTICLE SEVENTEEN

WORK RULES

- A. The Borough may promulgate and enforce rules and regulations governing the conduct and activities of its employees which are not inconsistent with the express provisions of this Agreement.
- B. 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.
- C. 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 may be suspended without pay for the amount of time he/she has no license.

ARTICLE EIGHTEEN

NON-DISCRIMINATION

The Borough and the Union agree that there shall be no discrimination against any employee because of race, creed, color, age, religion, sex, national origin, political affiliation or relationships.

ARTICLE NINETEEN

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 Three.

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 TWENTY

DUES DEDUCTION AND AGENCY SHOP

Section 1 Dues.

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs an authorization card, supplied by the Union and verified by the Borough Treasurer during the month following the filing of such card with the Borough.

C. If during the life of this agreement there shall be any change in the rate of membership dues, the Union shall furnish the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each employee, or an

official notification on the letterhead of the Union and signed by the President or Secretary-Treasurer of the Union advising of such change deduction.

D. The Union will provide the necessary "Check-Off Authorization" forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Treasurer. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Borough Treasurer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

Section 2 Agency Shop.

It is understood and agreed that upon the signing of this Agreement that provisions of the "Agency Shop" concept established by the passage and signing of the amendments and supplements to the "New Jersey Employer-Employee Relations Act" (P.L. 1941, c. 100 c. 34:13A 1, et seq.) shall take effect. Those employees of the Borough of Avalon that are in the bargaining unit on the effective date of this Agreement who do not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit 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 percent (85%) of the regular Union membership dues, fees and assessments

as certified to the employee by the Union, during this contract. This section of the contract shall expire at the end of this contract, but may be renegotiated into a successor contract. 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. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer. The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The Union shall intervene in and defend any administration or court litigation concerning this provision.

ARTICLE TWENTY-ONE

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 TWENTY-TWO

TEMPORARY ASSIGNMENT PAY

Both parties agree that payment under this Article should be made in accordance with the following principles. Both parties agree that employees should receive compensation appropriate for the work actually performed where same is needed to be performed. Both parties further agree that employees should not, without prior authorization, unilaterally assume the work of higher titles in order to generate higher compensation for themselves. Accordingly, both parties agree that employees shall be compensated when, in accordance with a specific order of their Supervisor, they perform work in a title having a higher rate of pay for a period in excess of eight (8) consecutive hours in any pay period. In such event, the employee shall be paid for the hours in

excess of eight (8) hours in the pay period at the higher salary of the job title which he/she has temporarily been assigned.

The temporary assignment pay provided for above shall not apply to the following circumstances:

(a) During periods of emergencies, i.e. matters concerning public safety, major storms and disasters, and natural causes, temporary assignment pay will not apply.

(b) When employees are assigned to jobs having a higher rate of pay for training purposes, temporary assignment pay will not apply.

In determining the validity of requests for temporary assignment pay, the Borough's Job Description for the higher title will be the basic criteria used.

ARTICLE TWENTY-THREE

PROMOTIONS AND TRANSFERS

Section 1

All job openings or vacancies shall immediately be posted by the Borough on the employee's bulletin board for a period of ten (10) working days. The position shall be awarded and become effective at the discretion of the Borough. Any employee wishing to bid for the opening or vacant position shall do so in writing by signing the posting.

Section 2

The Borough shall utilize experience, ability, aptitude, skills, employee attendance and physical condition as the criteria for filling by transfer all openings and vacancies and for promotion of employees to

job classifications having a higher rate of pay. When all of the aforementioned factors combined are substantially equal in the judgment of management, seniority shall be the deciding factor. Each employee shall have a thirty (30) day qualification period. If at the end of the qualifying period, the Borough determines that the employee is not qualified, the employee shall have no further entitlement to the position. Any employee so disqualified or who voluntarily gives up the promotion or transfer shall be allowed to resume his/her former position without penalty.

In the event the employer does not obtain sufficient or qualified employees to fill the openings or vacancies, then they may fill such positions from other sources.

ARTICLE TWENTY-FOUR

UNIFORMS AND SAFETY EQUIPMENT

A. The Borough shall provide each employee with uniforms in accordance with past practice. The Borough shall also provide each employee with five (5) tee shirts which may be worn during the "Summer Season" in lieu of the standard uniform shirt and a Carhart jacket.

B. Additionally, the Borough shall annually provide each employee with a Sixty (\$60.00) Dollar stipend to pay for safety shoes.

C. Employees failing to wear uniforms which have been issued or safety equipment, including safety harnesses and safety shoes, shall be

subject to disciplinary action, including but not limited to, being sent home and docked for the time missed.

ARTICLE TWENTY-FIVE

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 thirty (30) day extension of the probationary period. The Union shall not unreasonably deny such request.

ARTICLE TWENTY-SIX

LONGEVITY PAY

In addition to salary, employees hired before January 1, 1994 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, 1994 shall not receive Longevity Pay.

ARTICLE TWENTY-SEVEN

LAYOFF

A. In case of a layoff, the Borough agrees to give the Union ten (10) days notice of a pending layoff, and will discuss with a committee representing the Union the conditions and reasons for the layoff.

B. 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.

C. Employee shall enjoy twelve (12) months recall rights before losing his/her seniority rights, and must be called back to his/her position before new hires are accepted within the twelve (12) month period.

D. An employee who is to be laid off may bump into another occupational classification in the Department if it is occupied by a

less senior employee, provided he/she has, in the opinion of the Borough, the skill, ability and physical qualifications to perform the work and his/her attendance record is satisfactory.

E. Notification of recall shall be made by the Borough sending a certified letter to the employee's last known address as set forth in the Borough's records. An employee who is recalled must respond within five (5) calendar days of the date of receipt of the notice of recall or within ten (10) days of the date of mailing or be considered to have abandoned his recall rights.

ARTICLE TWENTY-EIGHT

LEAVES OF ABSENCE

Section 1

Any employee desiring a leave of absence without pay from the Borough shall secure written permission from the Borough with notice to the Union.

Section 2

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 in subsection 3 below. The leave may be extended for an additional period of time, not to exceed an additional six (6) months.

Section 3

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. Such request shall be directed to the Department Head and shall state the reasons for the leave. A request for leave to take another position shall be granted.

Section 4

During the period of absence, the employee shall not engage in full-time or part-time employment whatsoever. Failure to comply with this provision shall result in the complete loss of seniority rights with the employee involved, and may result in the employee's loss of employment with the Borough, at the Borough's sole discretion.

Section 5

The employee shall be responsible for the continued payments for and may make suitable arrangements with the Borough for the continuation of benefits.

ARTICLE TWENTY-NINE

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 THIRTY

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 THIRTY-ONE

TERM AND RENEWAL

This agreement shall be in full force and effect as of January 1, 1997 and shall remain in effect to and including December 31, 1999. 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 15th day of April, 1997.

TEAMSTERS LOCAL 676

By: *[Signature]* 3-16-97

Attest: *Vincent L. Brondano* v.p.

[Signature]

BOROUGH OF AVALON
CAPE MAY COUNTY, NEW JERSEY

By: *[Signature]*
Martin L. Pagliugni, Mayor

Attest: *[Signature]*
Borough Clerk

avalon\teamster
12/5/96

APPENDIX "A"

Name	1997 Base	1998 Base	1999 Base
Johnstone	\$ 9.60	\$ 10.00	\$ 10.45
Judycki	9.60	10.00	10.45
Keen	10.60	11.00	11.45
Larkin	10.60	11.00	11.45
Lawson	10.60	11.00	11.45
Whildin	10.60	11.00	11.45
Blood	11.60	12.00	12.45
Johnson	11.60	12.00	12.45
Rhoda G.	11.60	12.00	12.45
Rhoda Russ	11.60	12.00	12.45
Ritchie, E.	11.60	12.00	12.45
Sweeney	11.60	12.00	12.45
Edwards	12.85	13.25	13.70
Garofalo	12.85	13.25	13.70
Livingston	12.85	13.25	13.70
Miller	12.85	13.25	13.70
Nichols	12.85	13.25	13.70
Rhoda, R.	12.85	13.25	13.70
Ridler	12.85	13.25	13.70
Souder	12.85	13.25	13.70
Tracy	12.85	13.25	13.70
Wolford, J.	12.85	13.25	13.70

APPENDIX "B"

WAGE RATES

	<u>1997</u> <u>Rate</u>	<u>1998</u> <u>Rate</u>	<u>1999</u> <u>Rate</u>
Class I	\$ 9.60	\$ 10.00	\$10.45
Class II	10.60	11.00	11.45
Class III	11.60	12.00	12.45
Class IV	12.85	13.25	13.70

EXHIBIT "A"

MAJOR MEDICAL EXPENSE BENEFIT

Deductible: \$200 per person per calendar year.
\$400 per family per calendar year.

Hospital Admission Deductible: A separate \$100 per person per hospital admission - maximum of \$200 per calendar year

Hospital Emergency Room: Covered only if life threatening condition or in need of immediate care.

Co-Insurance: When you or your Dependent pays 20% of those Covered Expenses until you have paid \$400 (\$800 per family) then this Plan pays 100% of Covered Expenses.

Maximum Benefit: \$1,000,000 per person Lifetime.

Maximum Benefit for Mental, Nervous, Drug Addiction, Tuberculosis & Contagious Diseases:

\$25,000 per person Lifetime Maximum for In- and Out-Patient services.

Calendar year Maximum (In-Patient) will be limited to 30 days.

The daily limit for out-of-hospital or Approved facility for a minimum of 4 hours and a maximum of 16 hours in any 24 hour period is 60 days.

The maximum amount of expenses paid for psychiatric visits for outpatient and out-of-hospital mental care is \$1,000 per calendar year.

GROUP TERM LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Group Term Life and Group Accidental Death and Dismemberment Insurance is provided in the principal amount of Ten Thousand (\$10,000.00) Dollars under a policy presently written by the Boston Mutual Life Insurance Company. A copy of the policy is on file at the office of the Borough Administrator.

EXHIBIT "B"

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.

(avalon\teamster.96)