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A G R E E M E N T

Between

Avalon Borough
BOROUGH OF AVALON

CAPE MAY COUNTY, NEW JERSEY

and

LOCAL NO. 1983

CIVIL AND PUBLIC EMPLOYEES OF AVALON, N.J.

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES

AFL-CIO

(Dispatchers Unit)

X January 1, 1988 through December 31, 1991

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PREAMBLE

This AGREEMENT entered into this 14th day of November, 1988, 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 LOCAL NO. 1983, CIVIL AND PUBLIC EMPLOYEES OF AVALON, N.J. INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES, AFL-CIO, 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 hereby recognizes the Union as the exclusive Collective Bargaining Agent for Police Dispatchers and Civilian Records Clerks employed by the Borough of Avalon, but excluding supervisors, confidential employees, managerial executives, professional and craft employees, police officers, fire fighters, and all other employees.

ARTICLE II

MANAGEMENT RIGHTS

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

1. To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees.

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

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

4. To establish a code of rules and regulations for the operation of the Borough.

5. To determine the standards of performance of the employees.

6. To change, modify or promulgate policies, rules and regulations.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

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

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department supervisory staff and having the grievance adjusted without the intervention of the Union.

B. Definitions:

1. The term "Grievance" as used herein means any controversy arising from the interpretation, application or violation of policies, agreements, and administrative decisions which affect the terms and conditions of employment of an employee.

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

C. Procedure:

1. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by

this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

(a) Step One:

1. An employee shall institute action under the provisions hereof within three (3) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. For Dispatchers the term immediate supervisor shall be defined as "Lieutenants of Police, Captains of Police and Chief of Police". Failure to act within said three (3) working days shall be deemed to constitute an abandonment of the grievance.

(b) Step Two:

(1) In the event the grievance has not been resolved at Step One, then within five (5) working days the matter may be submitted to the Business Administrator.

(2) The Business Administrator shall review the matter and issue a written decision within ten (10) working days from the receipt of the complaint.

(c) Step Three:

In the event that the grievance has not been resolved at Step Two, an employee may within five (5) working days following receipt by him of the determination of the Business Administrator submit the matter to the Public Employment Relations Commission for binding arbitration. In the event that the

employee shall elect to submit the grievance for binding arbitration, the following provisions shall apply:

- (a) An arbitrator shall be selected pursuant to the rules of a Public Employment Relations Commission.
- (b) The arbitrator shall be bound by the parameters of the grievance definition stated above in this Paragraph B of this Article.
- (c) The decision of the arbitrator shall be final and binding upon the parties.
- (d) The cost of the services of the arbitrator shall be borne equally by the Borough and the Union. The arbitrator shall set forth the findings of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitration hearing, unless otherwise agreed to by the parties.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, the grievance procedure herein established by this Agreement between the Employer and the Union shall be utilized for any dispute covered by the terms of this Agreement or affecting the employees covered hereunder.

Union Representation in Grievance Procedure:

1. The Shop Steward may be present and participate in the grievance procedure at Step 1.

2. The Business Agent of the local Union may participate in the grievance procedure at Step 2 and at all steps subsequent thereto.

3. The International Representative of the Union and any other Union personnel deemed appropriate by the Business Agent may participate in the grievance procedure at Step 3 and at all steps subsequent thereto.

4. At any meeting between a representative of the Borough and any employee in which discipline (including warnings which are to be included in the personnel file, suspension, demotion, discharge or withholding of wages because of tardiness or unauthorized absence) is to be announced, a Union representative may be present if the employee so requests.

ARTICLE IV

LEGAL REFERENCE

The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local Laws, except that any necessary amendments to existing ordinances to effect any changes agreed to in this Agreement shall be duly enacted by the Borough Council of the Borough of Avalon.

ARTICLE V

SENIORITY

A. Seniority standing shall be granted to all employees in the bargaining unit. This standing is to be determined on the basis of actual length of continuous service from the latest date of permanent employment with the Borough. Full time employees of the bargaining unit shall establish seniority by successfully completing the probationary period as set forth in this contract and thereafter their names shall be placed on the seniority list of their occupational classification on a bargaining unit-wide basis.

B. The Borough shall utilize experience, ability, aptitude, qualifications, attendance, and physical condition as the criteria for promotion of employees to job classification having a higher rate of pay. When all of the aforementioned factors combined are substantially equal in the judgment of management, seniority shall be a deciding factor.

C. Lay-offs, as the result of a reduction of force, shall begin with those employees having the least seniority in their occupational classification. For purposes of lay-off, probationary employees shall be terminated first in order of their date of latest continuous employment with the Borough.

D. A senior employee may displace the junior employee in a lower classification within the pre-determined job classification

grouping as set forth in Appendix "D" of the contract, unless placement can be made by the Borough to a vacancy in the lower classification. In the exercise of seniority for lay-off, due consideration shall be given to experience, ability, aptitude, qualifications, attendance and physical condition to determine the ability to successfully perform the work required by job into which the employee will be "bumping". When, in the judgment of management, the employee is qualified to perform the duties of the position with minimal retraining, then the employee may "bump" to the position. If not qualified to "bump", then the employee will be terminated subject to rehire according to seniority in the inverse order of lay-off.

E. The Borough shall mail or hand deliver to the Union Business Representative at his office, which address shall be supplied to the Borough by the Union, copies of any documents pertaining to promotions or demotions of employees or creation or abolition of job titles. The Borough shall also post notification of all openings in job classifications covered by the within Agreement on the Union Bulletin Board at least ten (10) days prior to the filing of same.

ARTICLE VI

UNION REPRESENTATIVES

A. Accredited representatives of the Union may enter the Borough facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the Union decides to have its representative enter the Borough facilities or premises, it shall request permission from the Business Administrator stating the reasons therefore and such permission will not be unreasonably withheld, provided there will be no interference with the normal operations of the business of the Borough Government or the normal duties of employees. There shall be no Union business transacted nor meetings held on Borough time or property.

B. One Shop Steward and one Assistant Shop Steward may be appointed to represent the Union in grievances with the Borough. Whenever changes to the Union are made by the election of a Shop Steward and/or Assistant Shop Steward, the names of the newly elected representatives shall be submitted, in writing, to the Business Administrator.

C. During negotiations, authorized representatives, not to exceed three (3), may be excused from their normal work duties to participate in collective negotiations sessions that are mutually scheduled to take place during their regularly scheduled work time and shall suffer no loss of regular pay thereby.

D. One (1) duly designated employee-representative of the Union will be allowed to attend up to one (1) International, State or Local Union meeting per month with no loss in regular pay, and up to one (1) International, State or Local convention per year, for up to two (2) days with no loss in regular pay. Employees so designated will provide reasonable notice to the Employer and arrange for their own replacements, provided that the Employer shall not be caused to expend overtime as a result of this clause.

ARTICLE VII

LEAVES OF ABSENCE

A. A leave of absence without pay may be granted for good cause to any employee for a period of up to six (6) months under the conditions set forth below. The leave may be extended for an additional period of time, not to exceed an additional six (6) months.

B. The request for an unpaid leave in accordance with this Article shall be submitted in writing at least thirty (30) days prior to the date upon which leave is requested to commence; however, in an emergency, the Business Administrator may waive the advance notice clause. Such request shall be directed to the Business Administrator and shall state the reasons for the leave. A request for leave to take another position shall not be granted.

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

ARTICLE VIII

HOLIDAYS

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

- | | |
|---------------------------|--|
| 1. New Year's Day | 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. Three Personal Holidays |
| 8. Labor Day | |

B. Employees who work on the actual holidays noted above shall be paid at the rate of time and one-half for actual hours worked on the holiday, plus the straight time rate for hours not worked on the holiday. Holiday rate will only be paid for work performed on the stated holidays in the contract.

C. Personal holidays shall be taken at the discretion of the employee provided they do not interfere with the work schedule and meet with approval of the Division Head.

D. Provided there is a civil defense emergency which closes country roads and/or state highways, making entry to the Borough

impossible, employees scheduled to work on such emergency days shall not be docked pay or time.

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

ARTICLE IX

VACATIONS

A. The Borough will provide each full-time employee with an annual paid vacation in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>NUMBER OF WORKING DAYS</u>
0 - 1 (if hired prior to April 2)	7
2 - 10	14
11 - 20	21
21 and over	28

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Business Administrator unless the Business Administrator determines that it cannot be taken because of pressure of work. Any unused vacation, as the result of the Business Administrator's decision, may be carried forward into the next succeeding year only.

C. In the event that an employee leaves the employ of the Borough for any reason, any unused vacation will be paid to the employee on a pro rata basis.

ARTICLE X

HOURS AND OVERTIME

A. The basic work week for police dispatchers shall consist of 40 hours per week, 8 hours per day. Personnel shall not be paid for time not worked due to lateness. All past departmental work policies will remain in effect.

B. All hours worked by the dispatchers over 40 hours per week shall be compensated at one and one-half times the straight time rate and be compensated by using compensatory time or paid time at the employee's option.

C. Employees called to work on their days off or called back to work after they have left the Borough premises on a regularly scheduled workday shall receive a minimum of two (2) hours' pay at the premium rate of time and one-half (1 1/2). The employer shall have the right to retain the employee on duty for the minimum time period.

D. If an employee is placed on a "stand-by" duty, he shall be compensated for such "stand-by" duty at compensatory time off at the straight time rate of pay.

E. If a Dispatcher is recalled to duty or he is held over his normal eight (8) hour tour at the request of his immediate supervisor, he shall be paid overtime in accordance with the following schedule.

1. 0 to 30 minutes, one-half hour overtime shall be paid.

30 to 60 minutes, one hour overtime shall be paid.

2. The second hour and each subsequent hour thereafter will be paid according to the following schedule:

0 to 20 minutes, one-half hour overtime shall be paid.

20 to 60 minutes, one hour overtime shall be paid.

The employer shall have the right to retain the employee on duty for the minimum time period.

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

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

H. Employees with receipts for meals eaten while attending required police/dispatcher schools will be reimbursed by the Borough from petty cash to a maximum of \$5.00 per day upon receipt turn-in.

ARTICLE XI

SICK LEAVE

A. Service Credit for Sick Leave

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

2. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his 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 to a maximum of one hundred twenty (120) days. Any unused sick leave shall be paid to those employees who retire on a non-deferred basis after twenty-five (25) years of service with the Borough of Avalon, from the P.E.R.S., pursuant to the ordinary retirement provisions. Such unused sick leave shall be paid at the rate of fifty (50%) percent of their current rate of pay, to a maximum of six-thousand

five hundred (\$6,500.00) dollars total. Employees hired prior to January 1, 1988 shall be entitled to the benefits of this section with fifteen (15) years of service; all other provisions apply, however.

2. Employees who acquire permanent status shall accrue sick pay on the basis of 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.

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 illness of less than four (4) days whenever such requirement appears reasonable.

3. Employees must work their regularly scheduled workday before and their regularly scheduled workday after a holiday in order to be paid for the holiday.

4. Employees shall provide at least one (1) hour's notice of sick leave usage.

ARTICLE XII

FUNERAL LEAVE

A. Leave with pay not to exceed five (5) days shall be granted to an employee in the event of death of his immediate family. Funeral leave is to begin upon notice of death of employee's immediate family and to terminate not later than one day after interment. The term "immediate family" for the purpose of this Article shall include:

1. The employee's spouse, child, parent, brother or sister.
2. The child, parent, brother or sister of his spouse.
3. A relative living under the same roof.
4. Grandmother, Grandfather, Grandchild or Great-Grandchildren.

B. In the event of the death of a stepmother, stepfather, sister-in-law, brother-in-law, aunt, uncle, great grandmother, great grandfather or great grandchildren, niece or nephew, said employee will be permitted to attend the funeral upon request to the employee's appropriate supervisor. The time off granted will be charged to time accumulated by the employee and not charged to funeral leave time off. This time off is not to exceed three (3) days.

C. In the event of a Baptism, First Communion, confirmation, graduation or marriage which requires the attendance of the

employee during work time for a child or member of the immediate family, one (1) day shall be granted. In the event an employee has an active part in such ceremony, the employee may take the day off and have it charged to compensatory time.

ARTICLE XIII

HOSPITALIZATION & INSURANCE

A. The Borough shall continue to 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 Health Insurance 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 a \$2.00 co-payment prescription drug insurance plan.

G. The Borough shall provide each active employee, his/her spouse, and eligible children a Dental Program with no deductible in accordance with the dental expense benefit payment in Exhibit "B". Effective January 1, 1989, the Borough shall cease reimbursement of the twenty-five (\$25.00) dollar deductible.

H. The Borough shall have the right to change insurance carriers so long as substantially similar benefits are provided.

ARTICLE XIV

OPTION TO RETURN TIME FOR SALARY

An employee shall have the option upon proper notice to the Business Administrator prior to October first of receiving salary in lieu of vacation time. This shall apply for a maximum of five (5) working days. Payment is to be made in the first pay in December of the current year.

ARTICLE XV

SALARIES AND COMPENSATION

A. Members of the bargaining unit shall be allocated to one of the following classifications:

Dispatcher I

Dispatcher II

Civilian Records Clerk

B. General descriptions of the duties of each classification are at Exhibit "C" of this contract.

C. Bargaining unit member allocations to respective classifications are at Exhibit "D" of this contract.

D. For the calendar years 1988, 1989, 1990 and 1991, Bargaining Unit members shall not be granted a pay increase over and above the base salaries shown at Exhibit "E" of this contract.

ARTICLE XVI

SEPARABILITY AND SAVINGS

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVII

BULLETIN BOARD

One bulletin board shall be made available by the Borough. This bulletin board may be utilized by the Union for the purpose of posting 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 XVIII

NON-DISCRIMINATION

A. There shall be no discrimination by the Borough or the Union against an employee on account of race, age, color, creed, sex, national origin or political affiliation.

B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

C. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

ARTICLE XIX

DEDUCTIONS FROM SALARY

A. The Borough agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. In addition, pursuant to Assembly Bill #688, enacted into law on or about February 28, 1980, effective July 1, 1980, the Borough agrees to deduct from the salaries of its employees subject to this Agreement but not members of the Union a representation fee in lieu of dues for services rendered by the majority representative, in an amount equal to 85% of the regular membership dues, fees and assessments paid by members of the Union less the cost of benefits financed through the dues and assessments and available to and benefiting only members of the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S. 52:14-15.9)(e) as amended. Said monies together with records of any corrections shall be transmitted to the Union Office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Borough written notice prior to the effective date of such change.

C. The Union will provide the necessary "check-off authorization" form and deliver the signed forms to the Borough Treasurer. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Union to the Borough, or due to any agency fees deducted by the Borough.

D. In the monthly report to the Union office specified in Paragraph A above, the Borough shall provide, inter alia, the following:

1. An accurate list of all employees terminating their employment during the previous thirty (30) days.
2. A list of all employees commencing a leave of absence during the previous thirty (30) days.

ARTICLE XX

UNIFORMS

The Borough shall continue to furnish uniforms to police dispatchers as heretofore.

ARTICLE XXI

MILITARY LEAVE

Any employee called into the armed forces of the United States during national emergency or drafted shall be given all the protection of applicable laws and leave of absence shall be granted.

ARTICLE XXIII

PROBATIONARY PERIOD

A. Every person hired or appointed shall be deemed to be a temporary employee and on probation in the position to which he is hired or appointed for a period of six (6) 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 needs additional time to evaluate an employee properly, the Borough may ask for up to a sixty (60) day extension of the probationary period. The Union shall not unreasonably deny such request.

ARTICLE XXIV

LONGEVITY PAY

In addition to salary, employees 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

FULLY BARGAINED PROVISIONS

The parties acknowledge that during the bargaining which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Borough and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or not settled, during bargaining, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Such matters shall not be subject to the grievance procedure.

ARTICLE XXVI

NO-STRIKE PLEDGE

- A. The Union covenants and agrees that during the term of this Agreement and during negotiations of a Successor Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, work stoppage, slowdown, walk-out or other job action against the Employer or any of its employees. The Union agrees that such action would constitute a material breach of this Agreement.
- B. The Union agrees that it will take all reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned, including within twenty-four (24) hours of the actions publicly disavowing the action, and advising the Employer, in writing, that the Union did not call for or sanction the action. The Union shall also notify the employees of its disapproval of the action and advise them, in writing, to immediately cease and return to work immediately.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages, or both, in the event of such breach by the Union or any of its members.

ARTICLE XXVII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1988, and shall remain in effect to and including December 31, 1991. 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 14th day of November, 1988.

LOCAL NO. 1983
CIVIL AND PUBLIC EMPLOYEES OF
AVALON, N.J. INTERNATIONAL
BROTHERHOOD OF PAINTERS AND
ALLIED TRADES, AFL-CIO

BY: Fred Chalkover
Business Representative

ATTEST: Joseph L. Jurek
Beressa A. Nielsen
Shop Steward

BOROUGH OF AVALON
CAPE MAY COUNTY
NEW JERSEY

BY: R. D. Light
Mayor

ATTEST: Barry Goble
Borough Clerk

EXHIBIT "A"
**LIFE INSURANCE AND
ACCIDENTAL DEATH AND DISMEMBERMENT**

The amounts of Group Term Life and AD&D coverage are shown in the Schedule of Benefits and Monthly Cost Analysis sections of this proposal.

Occupational Coverage

Both Life and Accidental Death and Dismemberment coverages are provided on a 24-hour basis.

Reductions in Coverage

When an employee reaches age 65, Group Term Life and AD&D coverage will be reduced by 35%. At age 70, the Group Term Life amount will reduce to \$2,000, while the AD&D benefit will terminate.

Disability Waiver of Premium

The disability waiver of premium benefit which is included in the plan enables an insured employee to have his Group Term Life coverage continued if he becomes totally disabled before age 60 and remains disabled for at least 6 consecutive months. His premiums will be waived retroactively to the date the disability began and his insurance will remain in effect for as long as he is disabled up to age 70, subject to the 35% reduction at age 65, whether or not the group policy remains in force.

Conversion

Within 31 days after termination of their Group Term Life Insurance, employees can convert the amount terminated to individual life insurance without providing evidence of insurability, subject to the terms and conditions outlined in the master policy.

AD&D Benefit Amounts

Provided the loss is due solely to an accident, the full AD&D benefit amount is payable for loss of life, both hands, both feet, one hand and one foot, sight of both eyes, or one hand or foot and sight of one eye; half of this amount is payable for loss of one hand, one foot, or sight of one eye. If more than one loss is sustained as a result of any one accident, payment will be made only for that one loss for which the largest amount is payable. Any such loss must occur within 365 days of sustaining such injury to be covered under this benefit. The amount shown for "Common Carrier" will be equivalent to the AD&D amount payable and will be paid in addition to the AD&D amount for a loss sustained while an employee is a farepaying passenger in a public conveyance, or while in a hotel, theatre, school or government building when a fire begins.

Exclusions

Group Term Life amounts which have been in force for less than 2 years and which originally required evidence of insurability, and all AD&D amounts, will not be paid when death is due to suicide.

Under the AD&D Benefit no amount shall be payable for any loss which is contributed to, or is caused directly or indirectly by:

1. suicide or intentionally self-inflicted injury while sane or insane.
2. the employee's commission of, or attempt to commit, an assault or any criminal offense.
3. insurrection or war, whether or not war be declared, any act incident to such insurrection or war, or participation in any riot.
4. travel or flight in any aircraft, or descent from such aircraft, if the employee is a pilot or other member of the crew of the aircraft, or if such flight is made for purposes of instruction, or training or testing.
5. illness or disease of any kind, or medical or surgical treatment thereof, or any infection other than septic infection caused through a wound accidentally sustained.
6. intentional use of drugs, unless prescribed by and used in accordance with the direction of a physician.

EXAMPLE OF DENTAL EXPENSE BENEFIT PAYMENTS

USUAL or CUSTOMARY APPROACH

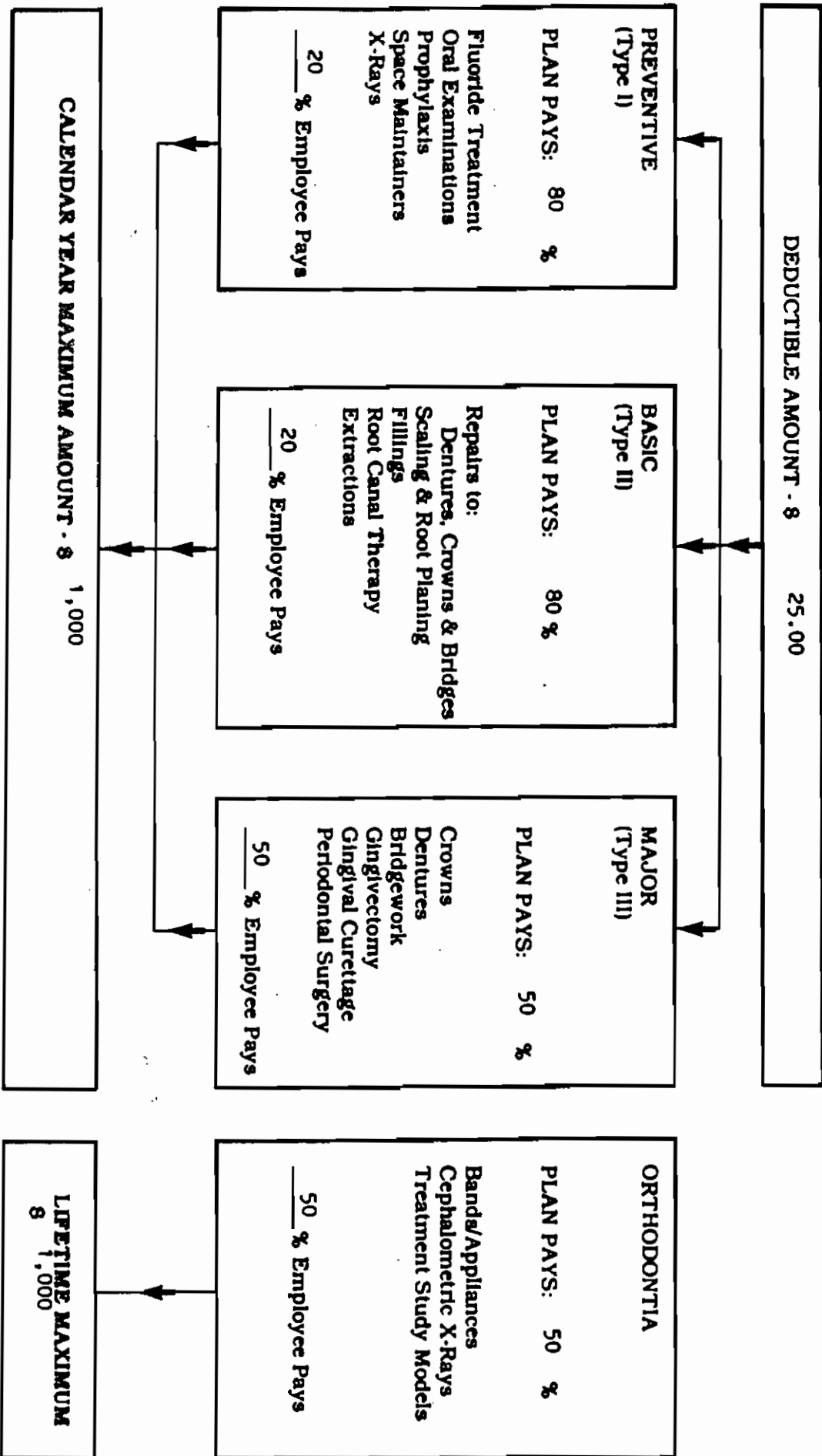


EXHIBIT "C"

POSITION DESCRIPTIONS

1. Dispatcher II

Operates a two-way radio in the receipt and transmission of ambulance, police, and fire calls.

2. Dispatcher I

An entry level (training) position for Dispatcher II. An individual will fill the Dispatcher I classification for his/her probationary period and if accepted as a permanent employee will automatically be promoted to Dispatcher II.

NOTE: The above descriptions are not meant to be all inclusive but are simply a guide for allocating present and future bargaining members to a pay classification.

EXHIBIT "D"

POSITION ALLOCATION

<u>NAME</u>	<u>POSITION TITLE</u>
RUTH OURAM THRAEN	Dispatcher II
PATRICIA J. WOLFORD	Dispatcher II
TERRY NIELSON	Civilian Records Clerk
PATRICIA O'CONNOR	Dispatcher II

EXHIBIT "E"

PAY RATES

A.	<u>NAME</u>	<u>ANNUAL BASE RATE</u>			
		<u>1988</u>	<u>1989</u>	<u>1990</u>	<u>1991</u>
	TERRY NIELSON (Civilian Records Clerk)	\$18,425	\$19,675	\$20,925	\$21,350
	RUTH OURAM THRAEN (Dispatcher II)	20,925	21,350	21,775	22,200
	PATRICIA J. WOLFORD (Dispatcher II)	19,675	20,925	21,350	21,775
	PATRICIA O'CONNOR (Dispatcher II)	17,175	18,425	19,675	20,925

B. Salary for new employees hired subsequent to January 1, 1988, on a permanent basis, shall be as follows:

Entry level shall be \$12,500 per annum. Following successful completion of probationary period, salary shall be increased to \$14,675 per annum. Thereafter, there shall be an annual increase of \$1,250 for the duration of this contract, to be given on the employee's anniversary date.

C. Local 1983 expressly agrees that there shall be no "step system".

EXHIBIT "F"

SENIORITY, LAY-OFF AND RECALL PROCEDURE
INTERCHANGEABLE OCCUPATION CLASSIFICATIONS

1. Dispatcher II

Dispatcher I

- a. "Bumping" to prevent lay-off is accomplished from top to bottom of grouping: i.e., a Dispatcher II who is senior bumps the junior Dispatcher in the classification.
- b. "Bumping" to prevent lay-off only occurs within the group.