

Contract
Agreement Between

Borough of Woodbury Heights
And
American Federation of State,
County and Municipal Employees
AFL-CIO
District Council 71

Local 3858-A

January 1, 2016 through December 31, 2019



District Council 71

PREAMBLE

This agreement entered into by the Borough of Woodbury Heights, hereinafter referred to as the "Employer", and the American Federation of State, County and Municipal Employees, District Council 71, and its affiliated Local 3858-A, hereinafter referred to as the "Union", has as its intent and purpose the promotion of harmonious relations between the Employer and the employees represented by the Union; the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances and determination of wages, hours of work and other conditions of employment. The effective date of the Agreement shall be January 1, 2016 to December 31, 2019.

As the Employer recognizes the Union; the employer agrees to forward all new hire, disciplines/grievances, promotions, etc. to District Council 71 as the Majority Representative to P.O. Box 207, Franklinville, New Jersey 08322 or by facsimile to 856-512-2193 simultaneously as the employee is served.

**ARTICLE I
RECOGNITION**

SECTION 1: The employer recognizes the Union as the sole and exclusive representative regarding terms and conditions of employment for the following classes of employees:

Police Clerk	Deputy Tax Collector
Utility Clerk	Deputy Utility Clerk
Crossing Guard	Laborer II
Deputy Treasurer	Laborer IV
Laborer I	Deputy Court Clerk
Laborer III	Administrative Clerk
Diversified Utility and Payroll Clerk	Accounts Clerk
Public Works Support Person	Deputy Borough Clerk

The above classifications exclude managerial executives, supervisors, confidential employees, temporary employees and professional and craft employees as defined by the act. Additionally, probationary employees are excluded with probationary employees defined as those having less than ninety (90) days of employment and as otherwise governed by the terms of Ordinances of the Borough of Woodbury Heights.

It is recognized that some employees serve in multiple titles and classes of employment whereby one or more of such job classes are covered by the terms of this agreement and others are not. In all such cases, such employees shall be considered among the classes of employees represented by the collective bargaining agent only if their principal employment is within the covered class. Principal employment shall mean, for the purpose of this agreement, that job or duty or responsibility that is primary to the employment and to which such employee devotes the majority employment time and effort.

As used in this agreement, "full time" employment or employee means employment with scheduled, regular work hours of 37.5 hours or more per week. Part-time employment or employee means scheduled, regular work hours of less than 37.5 hours per week.

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**ARTICLE II
CHECK OFF**

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

SECTION 2: Any employee in the bargaining unit who shall not join the union within (90) days of initial 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 the amount equal to 85% of the regular union's membership dues, fees and assessments as certified to the employer by the union. The union may revise its certification of the amount of the representation fee at any time to reflect the 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 the 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.



**ARTICLE III
GRIEVANCE PROCEDURE**

SECTION 1: Any grievance or dispute arising between the parties with respect to the application, meaning or interpretation of the provisions contained in the Agreement, also all other term and condition of employment, shall be settled in the following manner:

STEP ONE: The employee shall take up the grievance or dispute in writing to the employee's immediate supervisor within ten (10) working days of its occurrence, or knowledge thereof. The immediate supervisor shall try to adjust the matter and shall respond to the employee or steward within five (5) days of submission in writing.

STEP TWO: If the grievance still remains unadjusted, it shall be presented by the steward to the Council person in charge of the department, in writing, within (5) days after response from the immediate supervisor. This person shall meet with the Shop Steward (Chapter Chairperson) and respond in writing within ten (10) days after its submission.

STEP THREE: If the grievance remains unsettled, the grievance may within Thirty (30) working days from the reply of the Council Person in charge, proceed to arbitration.

ARBITRATION PROCEDURE

The Union and the Employer agree to use the services of the New Jersey Public Employees Relations Commission (hereinafter referred to as "PERC").

A request will be made by the Union to PERC to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list within ten (10) working days of the initial request for arbitration, PERC will be requested by either party to designate an arbitrator.

The arbitrator shall limit themselves to the issue submitted to them and shall add nothing to, nor subtract anything from the agreement.

The arbitrator shall be directed to issue his/her decision within thirty (30) days after the conclusion of testimony and argument. The recommendations of the arbitrator shall be final and binding on both parties.

The costs of arbitration shall be paid jointly by the parties, each paying one-half (1/2) thereof. No employee shall be denied his compensation for his/her appearance as a witness in accordance with Article.

All other costs shall be paid by the party incurring them.

**ARTICLE IV
EMPLOYEE RIGHTS**

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

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

SECTION 3: No employee shall be required by the Employer and/or its agents to submit to an interrogation which may reasonably lead to disciplinary action unless the employee is afforded the opportunity of Union representation.

SECTION 4: No recording devices or stenographer of any kind shall be used during any meeting unless both the Union and the Employer agree to their use, prior to such meeting, in writing.

SECTION 5: An employee shall not be coerced or intimidated or suffer any reprisals, either directly or indirectly, that may adversely affect his/her hours, wages or working conditions as the result of the exercise of his/her rights under this Agreement.



ARTICLE V MANAGEMENT RIGHTS

SECTION 1: The employer, on its own behalf and on the behalf of the tax payers of the Borough of Woodbury Heights, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the rights as follows:

- A. To direct the employees of the Borough.
- B. To exercise executive management and administrative control of its employees and its properties and facilities and the activities of its employees while on duty.
- C. To hire, assign, promote, transfer and retain all employees covered under this agreement, subject to the provisions of New Jersey Law.
- D. To demote, discharge, or take any other disciplinary action for good and just cause against employees covered by this agreement.
- E. To determine the qualifications and conditions of employment and promotion for employees covered by this agreement, which shall include, but not be limited to, proficiency, dependability, and competency of the particular tasks associated with an employee's job duties and/or labor grade.
- F. To relieve employees from duties for just cause, including, but not limited to, reduction in workforce layoffs or any other legitimate reason.
- G. To maintain the efficiency of the Borough's operations that are entrusted to it.
- H. To determine the method, means, and personnel by which such operations are to be conducted.
- I. Take any lawful action, with respect to its employees, that is permitted under New Jersey Law.

SECTION 2: The exercise of the foregoing powers, rights, authority and duties and responsibilities by the employer, together with the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in the connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms hereof are in conformance with the laws and constitution of the State of New Jersey and of the United States.

SECTION 3: Nothing contained herein shall be considered to deny or restrict the employer of its rights, responsibilities and authority under New Jersey Law or any other national, state, county or local regulation.

SECTION 4: Nothing in this Agreement which changes pre-existing employer policy, rules or regulations shall operate retroactively unless expressly so stated. Further, if the Borough has permitted any past violations of the Agreement such shall not be construed as a waiver of any future violations nor shall such be considered a modification of any future practices.

ARTICLE VI SENIORITY

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

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

SECTION 3: Employer shall maintain accurate, up-to-date records demonstrating the date of hire, classification and pay rate of each employee covered by this Agreement and the employer shall furnish copies of the same to the Union upon reasonable request.

SECTION 4: In cases of demotions, layoffs, recalls, vacation schedules or lateral transfers of the employees, seniority shall be considered as a factor therein. However, nothing herein contained shall be construed to make or consider seniority as the sole or exclusive factors in such cases. Both parties recognize that skill, ability, and unexcused absences take preference over seniority in such cases.

SECTION 5: The employer agrees with the concept of upward mobility meaning that consideration of employees for promotions shall include, but not be limited to, the following: skill and proficiency; dependability and unexcused absences; disciplinary record; ability; seniority; and competency of the particular tasks associated with an employee's job duties and/or labor grade.

**ARTICLE VII
OUT-OF-TITLE WORK**

SECTION 1: Any employee performing work in a higher paid classification shall be compensated at the higher rate. However, the provisions of this section shall only apply in those cases where a non-supervisory employee performs work in a supervisory capacity. If such employee works in a supervisor capacity, for (3) three or more consecutive days, then retroactive pay shall be made at the higher rate.



**ARTICLE VIII
DISCIPLINARY CAPACITY**

SECTION 1: All employees shall be subject to disciplinary action, including discharge, in accordance with applicable law and/or regulations.

SECTION 2: Written notice of disciplinary action shall be given to the employee and to the Chapter Chairperson. The notice shall contain the reason for the disciplinary action and the nature of the discipline.

SECTION 3: The name of any employee who is notified of suspension, or dismissal pursuant to Section 2, shall be transmitted to the Union promptly, but not later than forty-eight (48) hours after such notice.

SECTION 4: Any employee covered by the Agreement shall have the right to appeal any discipline through the grievance procedure of this Agreement.

SECTION 5: The employer agrees to the principle of progressive discipline, where applicable, but both parties recognize that the severity of the employee action, violation or failure to perform job duties shall govern the type of severity of discipline of all employees.

SECTION 6: Discipline shall generally, without limitation, be applied in the following steps:

- (1) Oral warning
- (2) Written warning
- (3) Minor disciplinary action (1 to 5 days)*
- (4) Major disciplinary action (over 5 days)*
- (5) Termination, after hearing

*Note: Loss of pay for a specified period of time as indicated including suspension from employment.

**ARTICLE IX
JOB POSTING**

SECTION 1: Any vacancies or newly created positions in the Borough with respect to covered classes or employees shall be posted prominently for five (5) working days. The posting shall include the classification, salary, description of job duties, qualifications, shift assignments, scheduled days off and the procedures to be followed by employees interested in applying for such positions.

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**ARTICLE X
OVERTIME/CALL-IN TIME**

SECTION 1: Time and one half (1/2) shall be paid to full time non-clerical employees for all work performed under the following conditions:

- (a) All work performed in excess of eight (8) hours per day if such results in work in excess of forty (40) hours per week;
- (b) All work performed after forty (40) hours per week;
- (c) All work performed on Saturday, unless scheduled and not in excess of forty (40) hours, or after completion of the sixth consecutive day of work;

SECTION 2: Time and one half (1/2) shall be paid to clerical employees for all work performed after 37.5 hours per week.

SECTION 3: Time and one half (1/2) shall be paid to all employees who perform work on Sunday, unless such work is scheduled and not in excess of forty (40) hours per week. Double time shall be paid for all hours worked on the 7th consecutive day of work after accrual of 40 hours of work in the same pay period except for "on call" Public Works employees.

SECTION 4: At an employees request, with approval of the Administrator, comp time may be granted in lieu of over time payment.

SECTION 5: Insofar as practicable, overtime shall be distributed equally among qualified employees within the same classification and within the same department. Overtime will be rotated with the most senior qualified employees in descending order being given the opportunity of working such overtime.

SECTION 6: Employer shall provide the union, upon reasonable request, records demonstrating overtime worked by all covered employees.

SECTION 7: Overtime shall be paid not later than the second pay period subsequent to the overtime performed.

SECTION 8: All paid time off (such as vacation time, holidays, sick time and personal days, if any) shall be considered time worked, for the purpose of computing overtime pay.

SECTION 9: No overtime work shall be performed or paid unless such work was authorized by the employees immediate supervisor.

SECTION 10: In emergency circumstances, an unreasonable refusal to work overtime shall be cause for disciplinary action, for the purpose of this Agreement, to be within the sole discretion of the employer reasonably exercised.

SECTION 11: CALL IN TIME:

Any employee required to return to work during any period other than his/her regularly scheduled shift shall be guaranteed pay for a minimum of two (2) hours at the appropriate overtime rate of pay, regardless of the number of hours actually worked. As applied to Public Works employees only, such employees assigned to be "on call", such employees shall be guaranteed pay of five (5) hours per scheduled "on call" week regardless of the time actually



worked. These guaranteed rates of pay shall not be considered as additions in pay above the hours actually worked. Rather, these guaranteed rates shall be paid to insure that on call employees are guaranteed compensation during their "on call" week assignment.

Regarding Public Works employees only, a schedule shall be distributed on a monthly basis assigning employees for on call, after hours work on a weekly schedule. Such assignments shall be equally distributed among qualified Public Works employees, on a rotating basis, throughout a calendar year with the most senior (by employment date) employee to be scheduled first in each calendar year. If an employee on the schedule is unable to perform such duty assigned, the next senior most employee, on a rotating basis, shall be assigned the on call duty with such process to continue, without repeating an assignment, until all employees are assigned a weekly on call duty. The parties mutually agree that Public Works Support personnel shall not be assigned weekly on call duty assignments by reason of their lack of qualifications, training and/or licensing.

When a supervisor is unable to obtain workers in the applicable department or overtime, the supervisor shall call another department supervisor to fill the overtime assignment.

SECTION 12: PUBLIC WORKS SNOW REMOVAL

- (a) On any occasion that employees of the Public Works Department are called in for snow removal duties and the snow removal shift extends to 4:00 A.M., or later, such shift employees will have their regular shift of employment commence not earlier than four (4) hours after the termination of their snow removal shift.
- (b) During snow removal shifts, Public Works Department employees shall be provided with a warm rest area during authorized breaks.
- (c) Public Works employees shall receive a reimbursement for meals during snow removal shifts (outside of their regular, scheduled shifts) not to exceed \$15.00 per shift with presentation of receipts.



ARTICLE XI HOURS OF WORK

SECTION 1: The regularly scheduled full-time work week shall consist of forty (40) hours per week, Monday through Friday, for the employees in the following classifications: Laborer I, Laborer II, Laborer III, Laborer IV Public Works Foreman and Public Works Support. The regularly scheduled full-time work week for the other covered employees shall consist of thirty-seven (37) and one half (1/2) hours per week, Monday through Friday unless such employees are part-time.

SECTION 2: In the absence of an emergency, the employer shall provide ten (10) working days advance notice to any employee whose schedule is being modified.

SECTION 3: All Employees shall be entitled to a one hour lunch period of which thirty (30) minutes shall be unpaid per each scheduled work day. No additional breaks or release time for breaks shall be scheduled during any work day.

SECTION 4: All Employees with the Public Works Department shall have work hours in accordance with the following schedule:

7:00 A.M. to 3:30 P.M. Monday to Friday

CROSSING GUARDS: Generally, the parties acknowledge that crossing guards have an average work week of fifteen (15) hours. The parties also acknowledge that these hourly employees are subject to the schedule of the schools, not the employers, and that any hours worked over fifteen (15) are not guaranteed for pay and any hours in excess of fifteen (15) do not generate over-time pay unless worked more than eight (8) hours per day or forty (40) hours per week.

ARTICLE XII
UNION VISITATION/ BUSINESS

SECTION 1: AFSCME Council 71 and/or International Union Representatives, when arriving on the Employer's premises, shall first announce his/her presence to the Supervisor at the location. The Supervisor shall grant a reasonable period of time for the visitation. However, work in progress at the time of visitation will be continued until completed, the visitation then taking place prior to the beginning of the next work assignment.

SECTION 2: A designated employee representative of the Union will be permitted reasonable time with no loss of pay for the purpose of handling representational matters limited to the investigation of grievances, disciplinary hearings and meetings with representatives of the employer.

SECTION 3: The employer, with thirty (30) days written advanced notification, shall provide release time of up to five (5) days, without pay, to one employee per year for the purpose of attending union conventions.

SECTION 4: The Chairperson of the Local shall be permitted 6 non-consecutive days per calendar year to attend Council 71 meetings after 14 day written notification.



**ARTICLE XIII
MATERNITY LEAVE**

SECTION 1: Request for maternity leave shall be made in writing no later than the third (3rd) month of pregnancy.

SECTION 2: Except for reasons of health or inability to perform her job, the pregnant employee shall be permitted to work, provided the attending physician approves and so advises in writing.

SECTION 3: Such employees shall be granted her entitlement of sick leave and any accumulated time during the time prior to the expected date of confinement and for one month after the actual date of birth. Any additional time beyond the one month period shall be granted for reasons of the employee's individual health upon presentation of a doctor's certification setting forth the necessity thereof limited, however, to one additional month. The employer shall have the right to have the employee, in such circumstances, submit to a physical examination of a physician designated by the employer and at the employer's cost.

In the event that any state or federal law, rule, or regulation shall be adopted which may govern maternity leave, such enactment shall govern the maternity leave herein provided except in such case that such enactment may provide lesser benefits than are herein provided.



**ARTICLE XIV
UNIFORM/CLOTHING**

SECTION 1: The Borough agrees to supply the following uniform items to full-time street and water/sewer department employees only:

- 5 tee shirts annually
- 1 winter jacket
- 1 pair of safety shoes or boots
- 1 pair of gloves
- 1 coverall
- 1 set of rain gear (to include: rubberized hat, jacket, pants and gloves)

The Employer agrees to replace the safety shoes and/or boots as needed, except replacement for abuse, however, there shall be a limit of two (2) pairs of safety shoes and/or boots annually. All employees must report for work dressed in the designated uniform and, in failure thereof, such may be cause for disciplinary action. Further, all employees shall utilize such uniform only during working hours.

Employees shall receive an annual allowance of \$600.00 in 2016, paid quarterly, for the purpose of maintenance, cleaning, replacement, etc. of uniform work clothing with the employee to supply jeans or khaki colored pants from such allowance. This allowance will increase, as follows:

2017.....	\$600.00
2018.....	\$700.00
2019.....	\$700.00

SECTION 2: The Borough agrees to supply the following to all school crossing guards:
reflective vest
winter coat
raincoat

All crossing guards may be required to utilize a uniform that may, from time to time, be designated by the Borough of Woodbury Heights Chief of Police.



**ARTICLE XV
BEREAVEMENT BENEFITS**

SECTION 1: Paid leave time shall be provided to all full-time employees as a bereavement benefit in accordance with the terms and provisions of Section 23-13 of the Woodbury Heights Code, as follows:

Section 23-13 ABSENCE WITH PAY:

A. Death of Relative: In the event of a death in the employee's immediate family, including parents, grandparents, spouse, children, brothers, sisters, in-laws or the death of a relative who resides with the employee, the Administrator may grant the employee five (5) days leave of absence with pay. Extension of leave beyond the five (5) day period will require the approval of the applicable Council Committee.



**ARTICLE XVI
SICK LEAVE**

SECTION 1: All permanent, full-time employees shall be entitled to sick leave, with pay, in accordance with the provisions of Section 23-11 (a) and (b) of the Woodbury Heights Code as follows:

SECTION 23-11: Absences; illness;

A. The rules which follow in this Section apply to the payment of salaries during periods of illness or disability for regular, full-time employees. Temporary or part-time employees are not entitled to compensation for such absences.

B. Regular full-time employees, salaried or hourly, shall be entitled to the following periods of sick leave:

1. Five (5) days per year during the first year of employment;
2. Eight (8) days per year during years two (2) through four (4) of employment;
3. Ten (10) days per year during years five (5) through ten (10) years of employment.
4. Twelve (12) days after ten (10) years of employment.
5. After an employee has been absent from work due to illness for a period of three (3) consecutive work days, the employee is to submit to the Department Chairman medical evidence in support of the employee's absence from work. In addition, the department head or the finance chairman may require proof of illness of an employee on sick leave at any other time when the circumstances appear reasonable. Failure of the employee to submit such evidence could result in the sick leave absence being disproved and the absence charged to "absence without pay". Nothing herein shall preclude the appropriate committee and department head in an appropriate case from requesting an employee to submit to a medical examination, at the Borough's expense, by a physician selected by the Borough for the purpose of establishing a degree of incapacity of an employee or the employee's ability to resume the duties of his position. Abuse of sick leave shall be cause for disciplinary action.
6. All unused sick leave, to a maximum of thirty (30) days shall accumulate from year to year.

SECTION 2: Employees using sick leave shall provide his/her immediate supervisor with notice prior to the starting time of his/her shift of work.

SECTION 3: Accumulated vacation time may be used as sick time when sick benefits are exhausted.

SECTION 4: At retirement only, permanent employees entitled to sick time benefits as outlined above, shall be entitled to sell-back such time accumulated at a rate of two (2) days of sick time for one day pay.

ARTICLE XVII VACATIONS

SECTION 1: Full-time, permanent employees shall receive paid vacation leave in accordance with the provisions of Section 23-10 (B) (C) (D) (E) of the Woodbury Heights Code, the terms and provisions of which are as stated below:

(B) If an official holiday falls during an employee's vacation period, an additional day of vacation will be granted in lieu of the holiday.

(C) Temporary and part-time employees are not eligible for paid vacation benefits.

(D) Should two (2) or more employees seek vacation at the same time, the employee with seniority will be given preference in assignment of vacations.

(E) Employees may carry-over vacation time unused from a previous contract year with prior year vacation to be utilized first in computing accrued vacation time. Employees with prior contract year accumulated vacation time may elect to sell-back a maximum of Fifty (50%) Percent of prior contract year vacation at a rate of one (1) day vacation time for one (1) day pay, with such election to occur conditioned upon the following:

1. Only prior contract year accumulated vacation time may be subject to "sell-back";
2. A minimum of Fifty (50%) Percent of an employees accrued vacation for the current contract year must be used before an employee can either sell-back or carry-over any vacation time to the subsequent year;
3. Any employee electing to sell-back upon the above qualifications shall notify their supervisor, in writing, of such election on or before November 1 of any contract year. Eligible payments shall be made in the second November payroll period.

SECTION 2: Paid vacation leave shall be in accordance with the following schedule:

1. Ten (10) days after completion of one year of continuous service from date of hire;
2. Fifteen (15) days after completion of six years of continuous service from the date of hire;
3. Twenty (20) days after completion of twelve years of continuous service from the date of hire;
4. Twenty-Five (25) days after completion of twenty years of continuous service from the date of hire;

SECTION 3: Each employee shall submit to their Department Head on or before February 1 of the present contract year a list requesting a minimum of 50% of their present year's vacation days.

**ARTICLE XVIII
HOLIDAYS**

SECTION I: Full-time employees shall have the following paid holidays:

NEW YEAR'S DAY	GENERAL ELECTION DAY
KING'S BIRTHDAY	VETERANS DAY
PRESIDENTS DAY	THANKSGIVING DAY
GOOD FRIDAY	CHRISTMAS DAY
MEMORIAL DAY	COLUMBUS DAY
LABOR DAY	INDEPENDENCE DAY
DAY AFTER THANKSGIVING	

SECTION 2: Any holiday falling on a Sunday shall be observed on the following Monday. Any holiday falling on a Saturday shall be observed on the preceding Friday.



ARTICLE XIX MEDICAL BENEFITS

SECTION 1: Employer agrees to maintain the same or substantially equivalent medical insurance benefits for all full-time employees, including prescription and medical coverages, in effect as of January 1, 2013, after accumulation of ninety (90) days of service for employees and, with respect to spouses and child dependents of such employees, after accumulation of one (1) year of service of the employee computed from the date of hire of such employee. Each of the parties agrees to cooperate with the other towards the establishment of such successor plans of health insurance coverages and benefits that are more cost - effective but are substantially equivalent, equal or greater than the present benefits now provided such covered employees and eligible spouses and dependents.

SECTION 2: Employer agrees to maintain the same or substantially equivalent dental insurance plan as now exists with the employer to pay all premiums attributable to the employee only. Access for coverages for an employee's spouse and children dependents of such employees shall be provided at the cost and expense of the employee.

SECTION 3: LABOR MANAGEMENT COMMITTEE. The employees and management of the Borough of Woodbury Heights are committed to providing the best health care insurances possible to the employees while making recommendations to keep health care costs reasonable. Accordingly, there is hereby established a Labor Management Committee for health insurance review consisting of one member from management, one member from Borough Council and one member from the Employee Bargaining Unit. The Labor-Management Committee shall have members appointed on a yearly basis and it will be the goal of the Committee to pursue and develop health insurance coverages that are affordable and shall serve the purpose of maintaining substantially equivalent health insurance coverages at a substantially equivalent cost to the Borough. The Labor Management Committee will, from time to time, submit their findings and recommendations to the Mayor and Council and to the Collective Bargaining Representative of covered employees to accomplish such goals and purposes.

SECTION 4: RETIREMENT, DENTAL AND PRESCRIPTION BENEFITS. When available through any then current group dental and prescription benefits insurance plan in effect at the time of an employee's retirement, employer will permit access to such plans by a retiring employee at the retiree's expense and as otherwise in accordance with any terms, limitations criteria, qualifications and rules of the group insurance provider. The employer shall reserve the right to establish reasonable requirements for payment of applicable premiums by the retiree to insure that such retiree shall bear the entire cost and expense of such benefits.



**ARTICLE XX
VEHICLE USE**

SECTION 1: All full-time employees required to use his/her personal automobile for Borough business shall be reimbursed at a per mile rate equivalent to the then applicable IRS rate of deductions therefore.

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ARTICLE XXI
WAGES

SECTION 1: Wage increases shall be paid to covered full and part-time employees still employed at the time of the signing of this Agreement, as follows:

- | | |
|----------------------|------|
| (A) Effective 1/1/16 | 2.0% |
| (B) Effective 1/1/17 | 2.0% |
| (C) Effective 1/1/18 | 2.0% |
| (D) Effective 1/1/19 | 2.0% |

SECTION 2: The minimum hourly rate for the bargaining unit shall be that established by federal or state law. It is the intent of the parties that this provision shall survive the termination and lapse of this Agreement until a successor agreement shall be endorsed by the parties hereto.



**ARTICLE XXII
JOB TITLES**

The following job titles within the Public Works Department are recognized and such employees shall be evaluated by their immediate supervisor on an annual basis. The employer, in accordance with Article V and Article VI of the Agreement, shall review all employee evaluations and approve, in their discretion, all promotion and salary increase requests proposed by the supervisor for the Public Works Department. The requirements of the "Employee Evaluation Policy" codified within the "Personnel Policies and Procedures Manual" adopted by the Borough of Woodbury Heights is incorporated herein by reference.

A. Laborer I

REQUIREMENTS:

Possession of a valid Class B CDL License with air brake endorsement.

DESCRIPTION I DUTIES:

Under direction, performs either skilled or unskilled duties as assigned as part of public works functions. Such duties include, but are not limited to:

EQUIPMENT AND/OR VEHICLE OPERATIONS
WATER SYSTEM REPAIRS/OPERATIONS
SEWER SYSTEM REPAIRS/OPERATIONS
FLEET MAINTENANCE
PARKS MAINTENANCE
BUILDING AND STREET MAINTENANCE
GENERAL LABOR DUTIES

B. Laborer II

REQUIREMENTS:

Possession of a valid Class B CDL license with air brake endorsement.

and

Successful completion of a minimum of one-hundred (100) hours of formal instruction. Such instruction may include, but is not limited to:

Water or wastewater operations, electrical, landscaping, welding, masonry, driving, equipment operation, heating, vehicle maintenance, etc.

or

Four (4) years experience in public works operations or similar experience in the private sector.

DESCRIPTION/DUTIES:

Under direction, performs the more skilled duties of public works operations. Such duties include, but are not limited to:

EQUIPMENT AND/OR VEHICLE OPERATION
WATER SYSTEM REPAIRS/OPERATIONS

SEWER SYSTEM REPAIRS/OPERATIONS
FLEET MAINTENANCE
PARKS MAINTENANCE
BUILDING AND STREET MAINTENANCE
GENERAL LABOR DUTIES

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C. Laborer III

REQUIREMENTS:

Possession of a valid Class B CDL License with air brake endorsement.

and

Successful completion of a minimum of two hundred and fifty (250) hours of formal instruction. Such instruction may include, but is not limited to:

Water or wastewater operations, electrical, landscaping, welding, masonry, driving, equipment operation, heating, vehicle maintenance, etc.

and

Five (5) years experience in public works operations or similar experience in the private sector.

and

**To qualify for the top range of the pay scale for Laborer III, in addition to the above requirements, the employee must have at least ten (10) years' experience in public works operations or similar experience in the private sector.

DESCRIPTION/DUTIES:

With a minimum of direction, the employee performs skilled duties of public works operations. Such duties include, but are not limited to:

EQUIPMENT AND/OR VEHICLE OPERATION
WATER SYSTEM REPAIRS/OPERATIONS
SEWER SYSTEM REPAIRS/OPERATIONS
FLEET MAINTENANCE
PARKS MAINTENANCE
BUILDING AND STREET MAINTENANCE
GENERAL LABOR DUTIES
TANKER ENDORSEMENT

D. Laborer IV

REQUIREMENTS:

Possession of both a valid Class A and Class B CDL License with air brake endorsements (See Section F below concerning Class A CDL License).

and

Successful completion of a minimum of four hundred and fifty (450) hours of formal instruction. Such instruction may include but is not limited to:

Water or wastewater operations, electrical, landscaping, welding, masonry, driving, equipment operation, heating, vehicle maintenance, etc.

and

**To qualify for the position of Laborer IV and to achieve the top range of the pay scale for such position, in addition to the above requirements, the employee must have at least fifteen (15) years experience in public works operations or similar experience in the private sector, however, the top range of the pay scale for Laborer IV is achieved no

sooner than the employee having accrued twenty (20) years' experience in public works operations or similar experience in the private sector.

DESCRIPTION/DUTIES:

With a minimum of direction, the employee performs skilled duties of public works operations. Such duties may include, but are not limited to:

EQUIPMENT AND/OR VEHICLE OPERATION
WATER SYSTEM REPAIRS/ OPERATIONS
SEWER SYSTEM REPAIRS/OPERATIONS
FLEET MAINTENANCE
PARKS MAINTENANCE
BUILDING AND STREET MAINTENANCE
GENERAL LABORER DUTIES
TANKER ENDORSEMENT

- E. CDL FEE REIMBURSEMENT:** All Employees required to have a CDL License shall be reimbursed the annual CDL License fee if the License and endorsements pertain to the employee's job title.

- F. CLASS A CDL STIPULATION:** The Borough shall assume the cost for an employee to acquire the Class A CDL License required for the position of Laborer IV and shall provide the vehicle required to obtain such license. Any employee appointed to the position of Laborer IV shall have a maximum period of six (6) months to obtain the Class A license and the application for such license shall be filed with the State of New Jersey within one (1) month of such appointment. Should the employee fail to obtain the Class A license required for the Laborer IV position within the requisite six (6) month time period, it is agreed that the employee shall be moved back to the position of Laborer III.

ARTICLE XXIII
ALCOHOL AND DRUG ABUSE POLICY

The Borough of Woodbury Heights has implemented 49 CFT 382 respecting controlled substances and alcohol use and testing for all 49 CFR 383 CDL Drivers.

The parties each acknowledge the Boroughs Alcohol and Drug Abuse Policies set forth in the Employee Manual distributed to all employees of the Borough.



**ARTICLE XXIV
PERSONAL LEAVE**

SECTION ONE: Full-time, permanent employees shall receive paid personal leave time on advance notice to employer in accordance with the following schedule:

- (a) One (1) day after one year of employment;
- (b) Two (2) days after four years of employment;
- (c) Three (3) days after five years of employment
- (d) Five (5) days after ten years of employment

SECTION TWO: Regular Crossing Guards (excluding Substitute Crossing Guards) shall have personal leave time at a rate of two hours per year after seven years of employment and four hours after completion of twelve years of employment.

SECTION THREE: All personal leave time established by this article, for all classes of employees, shall not carryover from year to year. Any unused personal leave time shall expire at the end of each calendar year.



**ARTICLE XXV
TERMINATION AND EXTENSION**

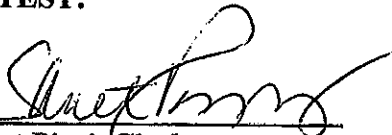
SECTION 1: This Agreement will be retroactively effective as of January 1, 2016, and extend until December 31, 2019.

SECTION 2: This Agreement shall automatically renew until a successor Agreement is reached.

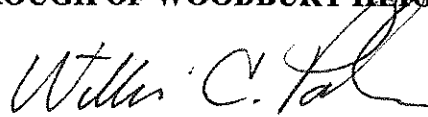
SECTION 3: Negotiations for a successor Agreement shall commence in accordance with N.J.A.C. 19: 12-2.1

IN WITNESS WHEREOF, the Borough of Woodbury Heights and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 71, have caused this contract to be signed by their duly authorized representatives as of this 1st day of November, 2016.


ATTEST:


Janet Pizzi, Clerk


BOROUGH OF WOODBURY HEIGHTS


William C. Acker, Council President

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES AFL-CIO, COUNCIL, 71
LOCAL 3858 A**

By: 
Steven Clark
Chapter Chairperson

ATTEST:

By: 
Mattie Harrell, IVP
Executive Director

Handwritten signature or initials in black ink, consisting of a stylized 'B' followed by a horizontal stroke.

**MUTUAL RELEASE AND
SETTLEMENT AGREEMENT**

THIS MUTUAL RELEASE made this 15th day of November, 2016, is given:

BY AND BETWEEN: AFSCME COUNCIL 71, LOCAL 3858-A, having offices at P. O. Box 207, Franklinville, New Jersey, 08322; hereinafter referred to as "AFSCME" and/or "Releasor";

TO: BOROUGH OF WOODBURY HEIGHTS, its agents, servants, and employees, located at 500 Elm Avenue, Woodbury Heights, New Jersey, 08097; hereinafter referred to as "Borough" and/or "Releasee";

Releasor and Releasee shall be collectively identified herein as the "Parties";

WHEREAS, Releasor has asserted various claims against Releasee on behalf of certain Public Works employees employed by Releasee surrounding the employment practices of Releasee and specifically the evaluation and promotion of certain employees represented by Releasor; and

WHEREAS, the Parties have elected to amicably resolve their disputes by entering into this Settlement Agreement to avoid future expense, inconvenience and delay, and to dispose of potentially burdensome and protracted litigation in order to forever resolve the claims that were asserted or that could have been asserted in any Court of competent jurisdiction; and

WHEREAS, the execution of this Settlement Agreement is not an admission of any wrongdoing or liability by any Party to this Agreement, and liability and responsibility for any and all damages claimed by Releasor are expressly denied;

NOW, THEREFORE, in consideration of the terms, covenants, conditions and agreements contained herein, it is hereby agreed by and between and among the Parties, as follows:

1. The recitals included in the foregoing **WHEREAS** clauses are incorporated herein by reference. The "effective date" of this Agreement shall be the date Releasee receive a fully-executed copy of this document from Releasor.
2. This Settlement Agreement, including any Exhibits attached hereto, contains the entire Agreement between the Parties as to the settlement of their disputes



and no amendment, modification, or addendum to this Settlement Agreement shall be effective, unless in writing dated subsequent to the date hereof. The requirement for such a writing shall apply to any waiver of the requirement of a written modification pursuant to this Section and shall be deemed an essential term of the Settlement Agreement.

3. The Parties agree to execute any and all further documents that may be reasonably required to effectuate the terms of this Settlement Agreement.
4. If any term or condition of this Settlement Agreement or any application of this Settlement Agreement shall be determined to be contrary to the Laws of the State of New Jersey or the United States of America, then such term or condition or application shall not be deemed valid, except to the extent permitted by law, but all other terms and conditions or applications shall continue in full force and effect.
5. This Settlement Agreement shall be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
6. New Jersey Law shall govern this Settlement Agreement and the subsequent enforcement of the Settlement Agreement shall be brought in the Superior Court of New Jersey, Gloucester County.
7. For the mutual promises and covenants contained herein, the following Public Works employees shall receive an increase to their hourly wage, which adjustment shall take retroactive effect as of **March 1, 2016**: Steven Clark-\$1.50; David Kuser-\$1.50; David Vecchiolla-\$1.50; Daniel Barnhart-\$1.50; and Thomas Radcliff-\$.25.
8. **Release.** For the valuable consideration recited within this Agreement, the sum and sufficiency of which are hereby acknowledged and mutually agreed to by and between the Parties, the Parties desire to finally compromise and



settle their differences by entering into this Agreement, wherein the Parties do hereby remise, release, acquit, satisfy, and forever discharge one another and each Party's attorney, employees, agents, servants, past and present, and each of them, of and from any and all actions, causes of action, suits, debts, sums of money, accounts, bonds, bills, rights, covenants, contracts, controversies, warranties, negligence, professional liability, wrongs, agreements, promises, variances, permitting, damages, delays, judgments, executions, losses, attorney's fees, court costs, expenses, claims and demands whatsoever, in law or in equity, whether existing under the laws of any state or country, which the Parties, or any of them, or anyone claiming by, through or under them or any of them, ever had, now has, or may at any time in the future have, or which any personal representative, successor, heir or assign of them or any of them hereafter can, shall or may have for, upon or by reason of any matter, cause, circumstance or thing whatsoever, from the beginning of the world through the date of this instrument. The Parties unconditionally agree that it is the intent of the undersigned Parties that this be a full, complete, and General Release of all such actions, causes of action, etc., including, but not limited to, such actions, causes of actions, etc., that are discovered after the date of this instrument, and which relate to any matter, cause, circumstance, or thing existing on or prior to the date of this instrument. Notwithstanding any of the foregoing, this Release specifically includes, but is not intended to limit the terms of this Agreement thereby, to the following claim or claims:

- a. Any and all claims surrounding the evaluation, promotion and/or salary adjustment for the employees employed by Releasee within the Public Works Department; and
- b. Any asserted or unasserted claims, known or unknown, by Releasor against Releasee, its agents, servants, and/or employees; and
- c. Notwithstanding any of the foregoing, this Release specifically does not include the following claim or claims:

1. **NONE.**



9. **Further Assurances.** Each of the Parties hereto, without further consideration, agrees to execute and deliver such other documents and take such other action as may be necessary to consummate more effectively this Agreement and the subject matter hereof.
10. **Full and Independent Knowledge.** Each Party further represents that it has had the opportunity to be represented by independent counsel of its own choosing in preparation and review of this Agreement and Release, and that each Party has specifically discussed or had the opportunity to discuss this Agreement and Release with counsel, the meaning and effect of this Release and Agreement and that they have carefully read and understand the scope and effect of each provision contained herein.
11. **Ownership of Claims.** Each Party represents and warrants to the other Party and such other Parties Releasees that they have not assigned or transferred or purported to assign or transfer any claim or any portion thereof or any interest therein, and further agree to indemnify, defend, and hold the other Party and such other Parties Releasees harmless from and against any claim(s) based on or arising out of any such assignment or transfer or purported assignment or transfer.
12. **Authority.** The individuals executing this Agreement and Release on behalf of the Parties hereto represent and warrant that they are duly authorized to execute and deliver this Release and Agreement on behalf of the Parties hereto and that this Release shall be binding upon each individual Party hereto in accordance with its terms.
13. **Miscellaneous.**
- A. Should any provision of this Release be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and the illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement and Release.
 - B. This Agreement and Release sets forth the entire Agreement between the Parties hereto, and fully supersedes any and all prior Agreements



or understandings between the Parties hereto pertaining to the subject matter hereof.

- C. The Section headings used in this Agreement and Release are used solely for the convenience of reference and shall not, in any manner, amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.
- D. This Release binds both Parties and anyone who succeeds to their rights and responsibilities, such as heirs, executors, trustees, or receivers.
- E. In signing this Release, the Parties indicate that the terms of this Agreement are understood and agreed to. Each Party specifically acknowledges the benefit of the advice of independent counsel of choice whose performance and advice the Party is satisfied with.

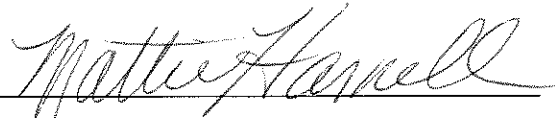
IN WITNESS WHEREOF, this Agreement and Release has been executed as of the 1st day of November, 2016.

AFSCME, COUNCIL 71, LOCAL 3858-A



Steven Clark, Chapter Chairperson, Releasor

Attest:

By: 

Mattie Harrell, IVP, Executive Director



BOROUGH OF WOODBURY HEIGHTS

By: William C. Packet
William C. Packet, Releasee

Attest: Janet Pizzi
Janet Pizzi, BOROUGH CLERK

BJ

RESOLUTION 95-2016
RESOLUTION AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT WITH LOCAL #3858-A OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL 71

WHEREAS, the Borough has been engaged in Collective Bargaining negotiations for renewal of a Contract on behalf of employees represented by Local #3858-A of AFSCME, District Council 71; and

WHEREAS, the parties have reached an Agreement, which sets forth the terms, conditions and benefits for employees represented by this bargaining unit, such Agreement attached hereto; and

WHEREAS, the parties have further reached an agreement on various claims initiated by the Public Works Department employees, which agreement is memorialized by a certain Mutual Release and Settlement Agreement attached hereto, which sets forth the terms and conditions reached between the parties; and

WHEREAS, the Borough hereby determines that entering into these Agreements is in the best interests of the Borough and its employees.

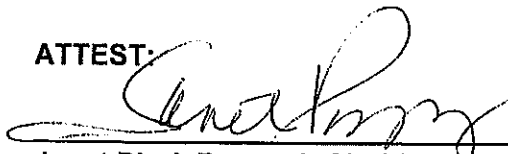
NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Woodbury Heights, with the Mayor concurring, that the annexed Mutual Release and Settlement Agreement and Contract with Local #3858-A of AFSCME, District Council 71, is hereby approved and authorized for signature and delivered by the proper officers of the Borough, subject only to a written ratification of the said documents by the bargaining unit.

BOROUGH OF WOODBURY HEIGHTS

By: 

William C. Packer, Council President

ATTEST:


Janet Pizzi, Borough Clerk/Administrator

CERTIFICATION

The foregoing Resolution was duly adopted by the Borough Council of the Borough of Woodbury Heights at the Special meeting held on the 1st day of November, 2016.


Janet Pizzi, Borough Clerk/Administrator