

AGREEMENT

BETWEEN

BOROUGH OF WILDWOOD CREST

-AND-

United Independent Union, LOCAL 1

JANUARY 1, 2016 THROUGH DECEMBER 31, 2018

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PREAMBLE

This Agreement entered into this ____ day of _____, _____, by and between the Borough of Wildwood Crest, hereinafter called the "Borough" and United Independent Union, LOCAL 1, hereinafter called the "Union" has, as its purpose the promotion of harmonious relations between the Borough and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment; and represents the complete and final understanding on all bargainable issues between the Borough and the Union.

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ARTICLE I – RECOGNITION

A. The Employer recognizes the Union as the Bargaining Agent for the purpose of establishing salaries, wages, and other conditions of employment for all sanitation workers ("Certificate of Representative", Docket No. RO-87-36), which is made a part of this Agreement by reference as if fully set forth or for any other newly created (non-supervisory) positions in the sanitation title series.

B. Temporary employees are hired, assigned, and terminated on an "at will" basis as the needs of the Employer dictate and they shall have no vested rights under the Department of Personnel or this Agreement.

C. The Borough of Wildwood Crest reserves the right to employ permanent or provisional part-time employees. The Borough does agree to commence negotiations, within thirty (30) days of the date from which notice of activation of title occurs, for the terms and conditions of employment if the Borough does decide to hire part-time employees in the future.

ARTICLE II – CHECK OFF

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for U.I.U. LOCAL 5. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (RS.) 52:14-15, 94, as amended, and members shall be eligible to withdraw such authority during July of each year.

B. The aggregate deductions from all employees shall be remitted to the Secretary/Treasurer of the UNION together with the list of the names of all employees for whom the deductions were made by the fifteenth (15) day of the succeeding month after such deductions were made

C. A check off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Secretary/Treasurer of the Union during the month following the filing of such card with the Borough.

D. If during the life of this agreement there shall be any change in the rate of membership dues, the Local Union shall furnish the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish to the Borough an official notification on the letterhead of the Local Union and signed by the Secretary/Treasurer of the Local Union advising of such changed deductions.

E. The Union will provide the necessary "Check-Off Authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Borough Treasurer.

F. 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 Union or by the Borough in reliance upon the official notification on the Letterhead of the Local Union and signed by the President of the Local Union advising of such changed deduction.

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ARTICLE III – AGENCY SHOP

A. The Borough agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment.

B. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eight-five percent (85%) of the regular membership dues, fees, and assessments.

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 or the fair share assessment information as furnished by the Union to the Borough, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deductions.

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

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

ARTICLE IV – MANAGEMENT RIGHTS

§1. It is recognized that the management of the Borough, the control of its properties, and the maintenance of order and efficiency, is a right and responsibility of the Borough. Accordingly, the Borough hereby retains and reserves unto itself, or through and by the Department Directors or designees, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitutions of the State of New Jersey and the United States, except as they may be otherwise limited in this Agreement:

- a. the executive management and administrative control of the Borough and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;
- b. the determination of the standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees subject to NJ CIVIL SERVICE regulations;
- c. the transfer, assignment, reassignment, layoff or recall of employees to work, subject to NJ CIVIL SERVICE regulations;
- d. the determination of the number of employees and of the duties to be performed, in accordance with applicable NJ CIVIL SERVICE regulations, and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;
- e. the maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service;
- f. the determination of staffing patterns and areas worked, hours of operation, the control and regulation of the use of facilities, supplies, equipment, materials and other property of the Borough;
- g. the determination of the number, location and operation of divisions, departments, units and all other work groups of the employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;
- h. the determination of the amount of overtime to be worked;
- i. the determination of the methods, means and personnel by which its operations are to be conducted;
- j. the determination of the content of work assignments not inconsistent with NJ CIVIL SERVICE job specifications;
- k. the exercise of complete control and discretion over its organization and the technology of the performance of its work;
- l. the making, maintenance and amendments of such operating rules as it may from time to time deem best for the purposes of maintaining order, safety or the effective and efficient operation of the work of the Borough; and
- m. the determination of job classifications and to assign work not inconsistent with NJ CIVIL SERVICE job specifications as it deems appropriate.

The Borough shall have the right at all times to make and enforce rules, regulations, policies or other statements of procedure not inconsistent with this Agreement, notwithstanding the act, whether active or passive, of the Borough in refraining from doing so at any time. The act of the Borough at any time in refraining to enforce said rights shall not be construed as having created a custom or practice contrary or as having waived or modified said rules, regulations, policies or other statements of procedures.

Nothing contained herein shall be construed to deny or restrict the employer or the employees from the exercise of its or their rights under R.S. 34:13A, R.S. 40, 40A, R.S. 11A or any other national, state, county or local laws or ordinances pertaining to the employees covered by this Agreement.

ARTICLE V – WORK SCHEDULES, OVERTIME AND WORKING TEST PERIOD

A. 1. The regular work day for employees shall consist of seven (7) hours per day, thirty-five (35) hours per week, which may be scheduled Monday through Sunday, inclusive. There shall be five (5) days of scheduled work in the work week and two (2) consecutive days off. Permanent part-time employees shall be permitted to work up to twenty-eight (28) hours per week, as assigned by and at the discretion of the DPW Supt.

2. In the event an employee is required to work overtime, the employee shall receive pay or compensatory time at the rate of time and one-half (1 ½) for each hour worked over forty (40) in the work week. All time worked from 35 to 40 hours shall be paid at straight time. In no instance will earned compensatory time be permitted to be taken from the period May 15th through September 15th, inclusive.

3. The work day shall be from 7:00 a.m. until 3:00 p.m., with one hour for lunch to be taken at such time as permitted/directed by the Supervisor and two fifteen minute coffee breaks at such time as permitted/directed by the Supervisor. The Borough retains the right to alter the hours of work for all sanitation workers during the seasonal period – during the month of May and terminating in September of each year.

B. In so far as practicable, overtime shall be distributed as equally as possible within the same classification. Overtime will be rotated with the more senior employee being given the opportunity of working overtime, provided the employee has the ability to perform the work required.

C. In compliance with New Jersey Department of Personnel Rules and Regulations (N.J.A.C. 4A:4-5.2), every person hired or appointed on a permanent, full-time or part-time basis shall be subject to a working test period during which the employee is on probation in the position to which that employee is hired or appointed for a period of three (3) months. Prior to completion of the working test period, the employee shall be evaluated by the Commissioner of Public Works (or designee) to determine whether the affected employee shall be granted permanent status or dismissed; except that an evaluation shall be performed during the working test period to gauge the performance of the employee and from which the employee shall be given a reasonable period to correct any known or stated deficiencies prior to the conclusion of the said working test period. Upon the failure of the employee to receive a “positive” rating at the conclusion of the working test period, he/she, if dismissed, shall not have recourse through the grievance and arbitration provisions of this agreement.

D. Only time actually worked shall be factored in with overtime computations.

ARTICLE VI – CALL IN TIME

A. If an employee is recalled to duty, he shall receive a minimum guarantee of two (2) hours compensation at the appropriate overtime rate regardless of the number of hours actually worked.

B. The call-in minimum of two (2) hours does not apply when an employee's work day is extended beyond his/her normal quitting time or the employee has been prescheduled to work overtime at a designated time even if that time is between scheduled shifts or on a scheduled day off.

C. Employee shall have the option of receiving pay or compensatory time in lieu thereof for overtime worked provided an understanding is reached between the Department Head and affected employee(s) on the date the overtime work is scheduled as to how compensation for call in time will be applied.

ARTICLE VII – NO STRIKE PLEDGE

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

B. In the event of a strike, work stoppage, sick-out, slow down, walk out or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this agreement shall be deemed grounds for termination of employment of such employee or employees.

C. The Union will actively discourage and will take whatever affirmative steps necessary to prevent or terminate any strike, work stoppage, sick-out, walk out or other job action against the Borough. Upon compliance by the Union with this provision, the Borough agrees to hold harmless the Union from and against claims of any damages.

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

ARTICLE VII – RATES OF PAY

A. Commencing effective January 1, 2016, all full-time employees shall receive a wage increase of \$3,000. In each year of the contract thereafter, wage increases shall be provided to each employee as follows: 2017 - \$1,000; 2018 - \$1,000. Permanent part-time Sanitation Workers shall earn \$12.50 per hour in 2016, \$12.75 per hour in 2017, and \$13.00 per hour in 2018.

B. Entry level annual rates of pay for the positions covered by this agreement are as follows: Sanitation Worker = \$24,000; Sanitation Driver = \$26,000.

C. Commencing effective 1/1/13 and each year thereafter, the Borough shall provide three (3) day's pay to each employee in the second pay of the next year in the event no sick time is used during that entire previous year. Likewise, one (1) day's pay shall be provided to each employee in the second pay of next year in the event three days or less are charged off to sick leave in that entire previous year. Part-time employees shall likewise be entitled to the foregoing payments on a pro-rated, proportionate basis.

D. Any employee within the bargaining unit assigned by the Commissioner of Public Works, at his sole discretion, to a "lead" role over other members of the bargaining unit for the performance of job functions shall be entitled to \$3.50 per hour in addition to the employee's regular salary for each hour worked during said assignment in calendar year 2016, an additional \$0.50 per hour totaling \$4.00 in 2017 and an additional \$0.50 per hour totaling \$4.50 in 2018.

E. No increase, other than entry level increases, shall be provided until that January 1st after the completion of six (6) months of provisional/permanent full-time employment.

F. When an employee shall be promoted from the position of Sanitation Worker to the position of Sanitation Driver, his/her annual rate of pay shall be increased by TWO THOUSAND DOLLARS (\$2,000) in recognition of the promotion, said sum to be paid pro-rata for the balance of the calendar year in which the promotion occurs.

G. The amount of each payroll check shall be determined by dividing the yearly salaries of each employee by the number of pays in that calendar year. For example, in the normal year where there are 26 pays, the employees' yearly salaries shall be divided by 26 to determine the employees' pay for each pay check. In the unusual year where there are 27 pays, the employees' salaries shall be divided by 27 to determine the pay for each paycheck.

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ARTICLE IX – PHYSICAL EXAMINATIONS

A. The Borough may require all bargaining unit employees to undertake an annual physical examination at such time as the Borough may deem necessary. If permitted, the employee's health benefits coverage shall provide for the cost of the physical examination or any portion thereof. Otherwise, the Borough shall pay the cost of the physical.

B. The Borough shall have the right to require any bargaining unit employee to obtain the physical examination from a specified physician.

ARTICLE X – HOLIDAYS

A. Employees are entitled to paid holidays as determined by the Board of Commissioners by resolution annually.

B. Permanent part time employees shall be compensated for Borough Holidays that fall on days when the employee is normally scheduled to work. Employees shall receive their regular rate of pay for a holiday that the employee would have worked under his or her normal schedule. In the event the employee actually works on a holiday, he or she shall receive compensation for that holiday at time and one half the employee's regular rate of pay.

C. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on Sunday shall be celebrated on the following Monday.

D. PERSONAL LEAVE - An employee shall be eligible for twenty eight (28) hours of personal time which shall be earned on a prorated basis. Personal time shall be used by an employee for personal reasons. Full time new employees beginning employment after January 1st of their first calendar year of employment with the Borough shall earn two and one-third hours (2.33) for each full month of employment.

Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with twenty eight (28) hours of personal time. An employee who leaves Borough employment before the end of a calendar year shall have his or her Personal time pro-rated based upon time earned. An employee shall reimburse the Borough for paid personal leave time used in excess of his or her pro-rated entitlement.

Any permanent part time employees shall be eligible for sixteen (16) hours of personal time which shall be earned on a prorated basis. Personal time shall be used by an employee for personal reasons. Part-time new employees beginning employment after January 1st of their first calendar year of employment with the Borough shall earn three and one and one-third hours (1.33) for each full month of employment.

Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with sixteen (16) hours of personal time. An employee who leaves Borough employment before the end of a calendar year shall have his or her Personal time pro-rated based upon time earned. An employee shall reimburse the Borough for paid personal leave time used in excess of his or her pro-rated entitlement.

Personal leave time not used in the year earned shall be forfeited. An employee must give 24 hours prior notice for time requested off, except in the case of an emergency where no advance notice is required. An employee's request for personal leave time shall not be unreasonably denied except that use of personal leave time shall not cause the Borough to incur overtime due to a reduction in staffing levels. Personal leave shall not accrue after the last day of employment, nor shall it accrue during a leave of absence without pay or during a suspension

without pay. No payment shall be made for unused personal leave time upon termination, resignation or retirement.

For all employees hired on or after January 1, 2016, full time employees shall receive (21) hours of personal leave and part time employees shall receive ten and one half (10.5) hours of personal leave. This time shall also be earned and pro-rated in accordance with the paragraphs above.

E. Employees scheduled to work or called back to duty on a "recognized" holiday shall receive time and one-half for the hours actually worked.

ARTICLE XI – VACATIONS

A. Employee covered by this contract shall be entitled to the following annual vacation with pay.

- From the date of hire to the end of the first year -
Seven (7) hours (full-time) per month; four (4) hours (part-time) per month;
- From the beginning of the first full calendar year after appointment until the end of the fifth calendar year:
Eighty-four (84) hours (full-time); forty-seven (47) hours (part-time);
- From the beginning of the sixth calendar year until the end of the ninth calendar year:
One hundred-five (105) hours (full-time); fifty-eight and one-half (58.50) hours (part-time);
- From the beginning of the tenth calendar year until the end of the twentieth calendar year:
One hundred forty (140) hours (full-time); seventy-eight (78) hours (part-time);
- From the beginning of the twenty-first calendar year and for each year thereafter: One hundred seventy-five (175) hours (full-time); ninety-seven and one-half (97.50) hours (part-time)

For employees hired on or after January 1, 2016:

- New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month. After initial month of employment and up to the end of the first calendar year, employees shall receive one working day for each month of service.
- From the beginning of the first full calendar year of employment and up to ten (10) years of continuous service, twelve (12) working days;
- After ten (10) years and up to twenty (20) years of continuous service fifteen (15) working days;
- After twenty (20) years of continuous service, twenty (20) working days;

B. Said employees shall have the right to take all vacation days in that they would be entitled to for the year anytime during the year, unless it is determined by the Department Head that the granting of vacation time will adversely affect the operation of the Department, division, or unit.

C. Vacations are to be taken in the year in which they are earned. Where in any calendar year, the vacation leave or any part thereof is not used, such vacation periods shall accumulate and shall be

granted during the next succeeding year only. All vacation leave in any given year shall be initially charged against any unused vacation leave from the prior year

ARTICLE XII – SICK LEAVE

A. Sick Leave for purposes herein is defined to mean absence of any employee from duty because of personal illness which prevents his doing the usual duties of his position, exposure to contagious disease, or short period of emergency attendance upon a member of his immediate family (as defined) who is critically ill and requires the presence of the employee.

B. Immediate family is defined spouse, children, step-children, brother, sister, parents, step-parents, parent-in-law, brother-in-law, sister-in-law, and grandparents and grandchildren of employee or spouse.

C. Employees in the Borough service shall be entitled to the following sick leave with pay: Seven (7) hours of sick leave with pay for each month of service from the date of permanent or provisional full-time appointment up to and including the end of that calendar year, and one-hundred five (105) hours sick leave with pay annually thereafter. Permanent part-time employees shall receive four (4) hours of sick leave for each month of service from the date of permanent or provisional part-time employment and fifty-eight and one-half (58½) hours sick leave with pay annually thereafter. If an employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year and he shall be entitled to such accumulated sick leave with pay when needed.

D. If any employee is absent for two (2) consecutively assigned shifts, notwithstanding the fact that an off day would occur in between, for reasons set forth in the above rule, the employee must submit a doctor's verification of illness or injury. If an employee is attending to an immediate family member, including civil union partner, a doctor's verification of that individual is required. After an employee has utilized ninety-six (96) hours in any calendar year, the employee must submit a doctor's verification for all sick leave absences for each and every illness or injury thereafter regardless of duration. Prior to the return to work, the Borough may require an employee to be examined by a physician designated by the Borough to verify fitness to return to normal duties. An employee will not be permitted to return to work until the verification is received.

E. Any employee utilizing sick time on a regularly scheduled work day immediately prior to or immediately subsequent to a holiday specified in Article X of this Agreement shall provide his supervisor with a physician's certificate of illness. Failure to provide such certificate will result in loss of pay for the employee for that holiday.

F. Any unused sick leave shall be paid to the employee upon retirement after fifteen (15) years of service, at a maximum of \$15,000 in accordance with the provisions of Chapter 46 of the revised code of the Borough of Wildwood Crest and Chapter 92, P.L. 2007. For employees hired on or after January 1, 2016, the maximum retirement payout for accumulated sick leave shall be \$7,500. Employees who are terminated from their employment as a result of disciplinary action shall not be entitled to a payout for accumulated sick leave. Sick leave shall not accumulate after an employee has resigned.

ARTICLE XIII – BEREAVEMENT LEAVE

A. The employer agrees to grant an employee a funeral leave with full pay when the death occurs in the employee's immediate family.

B. The employee's immediate family, under this article only, is considered to include spouse, children, step-children, brother, sister, parents, step-parents, parent-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, primary caregiver or a non-related person who has resided permanently in the employee's household for at least the last consecutive twelve (12) month period. Adequate proof of residence shall be required in the case of the primary caregiver or non-related person permanently residing in the employee's household.

C. Funeral leave with pay shall be provided for up to twenty-one (21) working hours for full-time employees and twelve (12) hours for part-time employees, which may commence from the date of death but shall not extend beyond the day following the funeral and/or burial.

D. The employer may request submission of proof.

ARTICLE XIV – JURY DUTY

- A. An employee who is called to jury duty shall immediately notify the employer.
- B. An employee who is excused from jury service on any work day shall report to work for the remaining shift.
- C. An employee required to render jury service shall be entitled to be absent from work during that service and will be paid the difference between any payment received for jury duty and the employee's regular salary. For part-time employees, payment will only be made if the employee has jury duty on a regularly scheduled work day.

ARTICLE XV – MILITARY LEAVE

A. All provisions of N.J.A.C. 4A:6-1.11 shall be applicable to this Article.

ARTICLE XVI – LEAVE OF ABSENCE

A. Leave of absence for employees shall be granted as provided under Civil Service Commission statutes, rules and regulations, except as otherwise provided.

B. The Local shall be allotted a total of ten (10) days off per year to be utilized by the Local for union business (Conventions, Seminars, Conferences, and meetings called by United Independent Union).

C. A permanent employee holding a position in the classified service who is temporarily incapacitated to perform his duties (due to either physical or mental reasons), and who is otherwise without available accrued sick leave, or one who wishes to engage in an appropriate course of job-related study, or for any reasons considered valid by the employer, may be granted a special leave of absence without pay by the employer for a period not to exceed six (6) months. Said special leave may be extended for another six (6) months with the approval of the employer and the Civil Service Commission.

D. Employees returning from an authorized leave of absence for work related illness/injury, military, job related education or maternity, but excluding leaves granted for any other personal reasons, will be restored to their original classification at the then appropriate rate of pay with no loss of seniority or accrued sick or vacation time earned during the period of leave of absence. Employees on leave of absence without pay for personal reasons shall cease accumulation of all accrued time and related benefits during the period of the leave and, specifically, the Borough will not be responsible to provide the employee with benefits provided within Article XX during the period(s) of any unpaid leave. However, if the employee elects to retain coverage during that period, the employee shall be responsible for the premium payment and must be paid by the employee at the time the leave shall be commenced.

E. When an employee returns from an approved leave of absence, any dues check-off authorization in effect prior to the approved leave shall be reactivated.

F. Family/Medical Leaves of Absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" (hereinafter, FMLA) and the "New Jersey Family Leave Act" (hereinafter, NJFLA) and the regulations promulgated pursuant to those statutes; as well as the Family Leave Policy adopted by the Borough of Wildwood Crest. Under the provisions of these statutes, certain employees are entitled to twelve (12) weeks of leave during a twelve (12) month period. The circumstances under which leave may be taken vary depending on the type of leave requested and the Borough will grant leave in accordance with the provisions of each statute, the lawful regulations issued under each statute. Employees taking FMLA Leaves and/or NJFLA Leaves will be required to use accrued sick leave, vacation and administrative leave concurrent with the approved leave. Employees will also be required to

take FMLA Leaves and NJFLA Leaves concurrently when possible under the statutes. The Borough retains all rights to require proper certification from a health care provider pursuant to all applicable laws.

ARTICLE XVII – MATERNITY LEAVE

A. Requests for maternity leave shall be made in writing, no later than the third (3rd) month of pregnancy.

B. 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.

C. Maternity Leave shall be administered in accordance with the provisions of the Federal Family and Medical Leave Act (FMLA) and New Jersey Family Leave Act (NJFLA). Employees are required to use accumulated leave time concurrently with leave under the FMLA and NJFLA.

ARTICLE XVIII – GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this agreement.

B. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Department Head.

C. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application, or violation of policies, agreements and administrative decisions affecting them as contained in this bargaining unit.

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

STEP ONE:

The aggrieved or the Union shall institute action under the provisions hereof within seven (7) working days after the event giving rise to the grievance has occurred or knowledge thereof and an earnest effort shall be made to settle the difference between the aggrieved employee and the Department Head for the purpose of resolving the matter informally.

STEP TWO:

If no agreement can be reached orally within five (5) working days of the initial discussion with the Department Head, the employee or the Union may present the grievance, in writing, within five (5) working days thereafter to the appropriate commissioner or his designated representative. The written grievance at this time shall contain the relevant facts and the remedy requested by the grievant. The appropriate commissioner or his designated representative will answer the grievance, in writing, within fourteen (14) working days of receipt of the written grievance.

STEP THREE:

If the aggrieved employee is not satisfied with disposition of the grievance by the commissioner, the grievance may be submitted to a binding arbitration within thirty (30) days after the expiration of Step 2.

A. The costs associated with retaining an Arbitrator shall be borne equally between both parties.

B. A request for a list of arbitrators shall be made to the Public Relations Commission by the moving party and both parties shall then be bound by the rules and procedures of P E R C in the selection of the arbitrator.

C. The arbitrator shall limit himself to the interpretation and application of the terms of this Agreement and to the issues submitted to him and consider no other(s).

D. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this agreement or impose on any part hereto a limitation or obligation not provided in this agreement.

E. The award of the arbitrator on the merits of any grievance within his jurisdiction and authority as provided in this agreement shall be binding upon the parties.

F. The designated Union Representative shall be permitted, as members of the Grievance Committee, to confer with employees and the Borough on specific grievance in accordance with the grievance procedure set forth herein, during working hours of employees, without loss of pay, for up to fifteen (15) minutes each day, provided the conduct of said business does not diminish the effectiveness of the Borough or require the recall of an off-duty employee. Additional time may be authorized by the Department Head.

G. If a decision is not rendered within the time limits prescribed for decisions at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or constrict the time limits for processing the grievance at any step in the grievance procedure.

H. Agents of the Union who are not employees of the employer, may be permitted to visit the employees during working hours, at their work stations, for the purpose of discussing Union representation matters, as long as such right is reasonably exercised and providing further that there is no undue interference with the employer's work by such agents.

I. The employer and the Union further agree to give reasonable consideration to request of either party for meetings to discuss grievances pending at any step.

J. The settlement or other disposition of any grievance prior to arbitration shall be subject to review and approval of a designated committee established by the governing body which shall include the Department Head or his/her designee so as to assure compliance with Borough Policy and/or philosophy.

ARTICLE XIX – WORKERS’ COMPENSATION

- A. When an employee is injured on duty, he/she shall receive Worker's Compensation due him/her at the required percentage established statutorily.
- B. Employees leaving the assigned work premises, while on break, do so at their own risk from a Workers' Compensation standpoint as coverage is not provided.
- C. In the event that any employee is injured on the job, the employer shall pay such employee his day's wages for that day lost because of such injury. An employee who is injured on the job and is sent home or to the hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his regular shift of that day.
- D. An employee shall report an on-the-job injury immediately to his supervisor. An employee injured on the job will be required to report to a Borough Physician for the necessary treatment only during an emergency may an employee be treated by a Physician other than those designated by the Borough.

ARTICLE XX – GROUP INSURANCE AND PENSION

A. The Borough shall provide hospitalization insurance through the New Jersey State Health Benefits Plan, as it exists or as modified by the New Jersey State Health Benefit Plan, including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefit Plan, for all employees and eligible dependents covered by this Agreement. The Borough may provide any plan provided for under the State Health Benefits Plan. The Borough shall also provide a Co-Pay Prescription Plan for employees and eligible dependents through the New Jersey State Health Benefits Plan. The co-payment shall be determined by the New Jersey State Health Benefits Plan and may be subject to future changes to reflect the then applicable NJSHBP prescription co-pays.

The Borough presently provides the NJSHBP Direct 15/25 Plan for employees and their eligible dependents. An employee may select coverage of another Plan offered by the NJSHBP and in the event the selected plan cost more than the Direct 15/25 Plan then the employee shall be responsible for paying the costs of the increased premium for the selected coverage. Payment shall be made by equal payroll deductions.

B. All employees shall pay a cost contribution for Health Insurance Plan coverages in accordance with P.L. 2011, Chapter 78, Pension and Health Benefits Reform Law adopted June 28, 2011, or applicable law. Payments shall be made by the way of withholdings from each employee's payroll checks. The City shall establish and adopt a Section 125 Plan so that said contribution would be 'pre-tax'.

C. Recognizing the extraordinary costs and annual increases associated with providing health insurance to Borough employees and their dependents, the Borough may, at its option, change any of the existing insurance plans or carriers or may self-insure.

D. The Borough will pay health insurance premiums for a plan providing benefits as required in section A above for a Borough employee who has retired after twenty (25) years of service with the Borough, retired on a state disability pension or after retiring at age 62 or older with at least fifteen (15) years service with the Borough. However, no employee hired by the Borough on or after January 1, 2010 shall be eligible for health insurance coverage upon retirement until having worked at least twenty-five (25) years with the Borough, while meeting appropriate age requirements for retirement, or upon an approved disability retirement through the Public Employees Retirement System.

For the purposes of this benefit, the dependent shall be defined as the specific individual that was covered at the time of the employee's retirement. For example, if an employee retires with coverage for himself and his spouse and, in retirement, his spouse passes away, the employee shall not be able to add any additional dependents, even if he remarries.

All retirees shall pay a cost-contribution in accordance with P.L. 2011, Chapter 78. The retiree shall receive the benefits in effect for current employees, not necessarily the benefits which were in effect at the time the employee retired.

Effective January 1, 2016, any employee who retires and is eligible for post-retirement health benefits from the Borough of Wildwood Crest who, after retirement, secures employment with any local, State, county or federal government agency or entity, including, but not limited to, law enforcement entities where, by virtue of their employment, New Jersey State Health Benefits Plan is offered, or who is otherwise eligible to receive health insurance coverage through their employment shall be required to accept coverage for health insurance through their current employer and shall cease to be covered by the Borough of Wildwood Crest.

Effective January 1, 2016, the Borough shall not pay for any post-retirement health benefits for any employees hired on or after January 1, 2016.

Upon becoming eligible for Medicare, all retirees shall no longer be eligible for Borough provided health benefits.

ARTICLE XXI – SENIORITY

A. Seniority shall mean a total of all periods of continuous and uninterrupted permanent, probationary, provisional full time employment with the department covered by this agreement.

B. Except where New Jersey Department of Personnel statutes provide otherwise, in cases of provisional promotions, promotions, demotions, layoffs, recalls, vacation schedules, or situations where substantially better working conditions are involved, the determining factors shall be seniority, performance, qualifications and ability.

ARTICLE XXII – SAFETY, HEALTH AND HUMAN RELATIONS

A. The Employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel.

B. The Employer shall provide a clean break/lunch room at each work location for all employees.

C. No employee shall be required to lift any item by his/herself beyond his/her capabilities without the assistance of another employee.

D. All employees required to do lifting as part of their job shall have weight lifting belts made available by the Borough at the employees request.

E. It shall be a requirement that all employees wear safety equipment as provided by the employer, unless employee(s) provide a statement from a medical doctor or other competent authority that any portion of equipment provided cannot be worn. Rain gear, safety helmet and goggles, boots, work shoes, safety related items shall be provided as necessary and/or required to all sanitation employees, and worn by the employees.

F. All employees shall be required to perform sanitation duties, including the cleaning/maintenance of trucks, and any other public works related assignments on a limited and non recurring basis as determined by the supervisor, in addition to actual trash collections.

G. All employees shall be responsible for the proper care and use of all assigned borough equipment and property.

H. All employees shall be required to have a valid driver's license as a condition of continuing employment.

ARTICLE XXIII – EQUAL TREATMENT

A. The Borough and the Union agree that there shall be no discrimination or favoritism shown for reasons of sex, age, nationality, race, religion, marital or civil union status, physical impairment, political affiliation, union membership, or union activities.

B. The Borough may establish reasonable and necessary rules of work conduct for employees. Such rules will be equitably applied and enforced.

C. Any and all new or revised policies or regulations will be posted by the employer five (5) days prior to implementation.

ARTICLE XXIV – JOB POSTING

A. Any vacancies or newly created positions within the Borough will be posted prominently for seven (7) calendar days. The posting shall include the classification, the salary, a description of the job, any required qualifications, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying. Permanent part-time employees shall be considered for full-time positions based upon past job performance, qualifications necessary to perform duties of vacant position, attendance record, and demonstrated ability to work well with others.

B. A copy of each notice posted will be forwarded to the appropriate local Union, Shop Steward, and Officer.

C. The appointing authority will post prominently for seven (7) days, the names of the individual selected under the above procedure for the promotion and or re-assignment.

ARTICLE XXV – CLOTHING AND MAINTENANCE ALLOWANCE

A. The Borough will provide clothing for sanitation workers for their required on-duty use and maintenance associated therewith. Prior to the Borough making the final decision on type, style of uniform etc., input will be sought by representatives of the foregoing group listed herein above.

B. Employees in this unit shall receive an annual allotment of up to two pair of work boots.

C. Employees in this unit shall receive an annual clothing maintenance stipend of \$250.00 to be paid as a lump sum check in the second pay period in December.

ARTICLE XXVI – DISCIPLINARY ACTION

- A. Discipline of an employee shall be imposed for good and just cause according to law.
- B. The name of any employee who is notified of suspension, or dismissal shall be transmitted to the Union immediately, but not later than forty-eight (48) hours after such notice.
- C. It is the intention of the Borough to implement Discipline in a progressive manner. Discipline shall normally be imposed in the following manner:
1. Oral Warning - issued by the immediate supervisor of the employee.
 2. Written Warning - issued by the immediate supervisor to an employee.
 3. Written Reprimand - issued to an employee, the written reprimand shall be inserted in the employee's personnel folder.
 4. Minor Disciplinary Action - consists of a fine or suspension up to five (5) days.
 5. Major Suspension - consists of a fine or suspension over five (5) days after determination of Departmental Hearing.
 6. Termination - after determination of Departmental Hearing.
- D. It is recognized that any of the steps listed above could be bypassed depending on the severity of the infraction. It is also recognized that the Borough can issue fines in accordance with N.J.A.C. 4A:2-2.4.

ARTICLE XXVII – NO GIFTS

A. No employee shall accept from the public any gift or remuneration, either in the form of money or tangible items, for the performance of regular duties. Failure to comply with this Article may subject the affected employee(s) to disciplinary action as deemed appropriate by the Appointing Authority.

ARTICLE XXVIII – GENERAL PROVISIONS

- A. The Borough shall provide Bulletin Boards at each time clock.
- B. The Union shall have the use of the Union employee bulletin board for the posting of notices relating to meetings and official business of the Union. Only material authorized by the signature of the Local Union President and his designee shall be permitted to be posted on said bulletin board, and said notices shall not contain any political or controversial material.
- C. It is agreed that representatives of the employer and the Union will meet from time to time upon request of either party with the mutual consent of both parties to discuss items of general interest or concern which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, and a precise agenda shall be established.
- D. The Borough recognizes the right of the Union to designate one (1) shop steward and one (1) alternate. Whenever changes to the Union are made by the election of a shop steward or assistant steward, the names of the newly elected representatives shall be submitted, in writing, to the Borough.
- E. Employees who are covered by the agreement shall perform duties and responsibilities as contained in the N.J. Department of Personnel job specifications for their positions.
- F. The Borough shall be responsible for drafting this agreement and the Union shall be responsible for the printing and dissemination of same.
- G. All permanent part-time employees covered by this agreement (excluding seasonal and temporary employees) shall be entitled to sick leave, vacations, and holidays on a pro-rated basis. All salaries for permanent part-time employees shall be in accordance with the hourly rates established in this agreement.

ARTICLE XXIX – SEPARABILITY AND SAVINGS

A. Each and every clause of this agreement shall be deemed separable from each and every other clause of this agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such case, the applicable clause or clauses, only to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the agreement, including any and all provisions on the remainder of any clause, sentence, or paragraph in which offending language may appear.

ARTICLE XXX – FULLY BARGAINED AGREEMENT

A. This agreement represents and incorporates the complete and final understanding of the settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

ARTICLE XXXI – JOB REQUIREMENTS

A. The parties acknowledge that having and maintaining a valid New Jersey drivers' license is a requirement of the jobs covered by this Agreement. All employees are required to have a valid drivers' license. Any individual who, as the date of the execution of this Agreement does not have a valid drivers' license shall be required to apply for and continue to pursue one with the exception of any individual who has twenty (20) or more years of service with the Borough. In the event an employee's license is suspended or revoked, the employee shall report this to his supervisor immediately.

B. The parties acknowledge that employees in the title of Sanitation Driver may be required to assist in loading the sanitation truck.

ARTICLE XXXII – LABOR/MANAGEMENT

At the request of either party, labor/management meetings will be held with the Commissioner in charge of the Department two (2) times per year to discuss operational issues with unit members. At the request of either party, labor/management meetings between the supervisors/dept head and unit members will be held quarterly.

ARTICLE XXXIII- TERMINATION

A. This agreement shall be in full force and effect as of January 1, 2016, and shall remain in effect up to and including December 31, 2018. In the event that a new contract has not been agreed upon on the termination date of this agreement, this contract shall remain in full force and effect until a succeeding contract may be agreed upon. To commence negotiation for a successor agreement, either party shall notify the other in writing, no sooner than one hundred twenty (120) days prior to the expiration date of this agreement.

B. Within forty-five (45) days after receipt of the aforementioned notification, if any, a meeting shall be held between the parties for the purpose of established ground rules regarding the commencement of negotiations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

BOROUGH OF WILDWOOD CREST

ATTEST:


Arthur J. Schmitt



DON CABRERA, COMMISSIONER

ATTEST:

Arthur J. Schmitt



CARL GROON, MAYOR

UNITED INDEPENDENT UNION

ATTEST:



RONALD J. FERGUSON, UIU