

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BOROUGH OF WEST LONG BRANCH

AND

LOCAL 1031, COMMUNICATIONS WORKERS OF AMERICA

Effective

JANUARY 1, 2016 through DECEMBER 31, 2019

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PREAMBLE

This agreement entered into by the Borough of West Long Branch, hereinafter referred to as the "Employer", and the Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Union and the Employer, and to provide for conduct of the business of the Employer under methods that will further to the fullest extent possible the economy and efficiency of operations, realization of maximum levels of productivity, and service to the public, and protection of property. It is the further intent and purpose of this Agreement to provide an orderly and peaceful means of resolving any misunderstandings between the parties concerning rates of pay, hours of work and other conditions of employment.

The parties shall endeavor to insure that relations between them are characterized by mutual responsibility and respect, and that all Employees, supervisors and representatives of the parties are treated in accordance with accepted standards of courtesy and respect for individual dignity.

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining concerning wages, hours, and working conditions of all regularly employed blue collar and white collar Employees working fifteen (15) hours or more per week employed by the Borough of West Long Branch, excluding all managerial executives, confidential Employees, supervisors within the meaning of the act; craft Employees, professional Employees, police officers, superior police officers, casual Employees, crossing guards, summer recreation Employees, leaf pickers, and all other Employees of West Long Branch.

**ARTICLE 2
NON-DISCRIMINATION**

The provisions of this agreement shall be applied equally to all Employees of the bargaining unit without discrimination as to age, sex, handicap, sexual preference, marital status, race, color, creed, national origin, Union membership, Union activity, or political affiliation.

**ARTICLE 3
DUES CHECKOFF, AGENCY FEE AND HOLD HARMLESS**

A. Dues Checkoff

1. Upon receipt of a properly written authorization from the Employee, the Borough, shall deduct Union dues in the amount of 1.15% of the base pay, or such other amount as may be certified by the CWA to the Borough at least thirty (30) days prior to the month in which the deduction of Union dues is to be remitted by the Borough. The Borough shall remit the dues to CWA-DUES, Communications Workers of America, P.O. Box 79176, Baltimore, MD 21279-0176. Said remittance shall be made by the 10th day of the month following the calendar month in which such deductions are made along with a list of names, hours of work, titles, addresses, and salaries of those from whom such deductions are made. A copy of the list shall also be sent to CWA Local 1031, 84 Culver Road, Monmouth Junction, NJ 08852 or emailed to rgarzon@cwa1031.org.
2. All deductions under this Article shall be subject to revocation by the Employees, who execute such authorization effective on July 1st of each year, provided written notice to that effect was given to both the Employer and the Union after May 15th of the same year.

B. Agency Fee

The Employer further agrees to deduct from the pay of each Employee covered by this Agreement, who does not furnish a written authorization for deduction of Union dues, or who has withdrawn authorization for dues deductions, an amount equal to eighty-five percent (85%) of the monthly Union dues commencing with the 30th day of employment. The representation fee in lieu of dues shall only be available to the Union if a demand and return system that fully complies with all legal requirements is provided to the Employer.

C. Hold Harmless

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer or the Union under the provisions of this Article of Agreement and for any attorneys' fees incurred by the Employer in connection with any such claim or suit that may be filed.

**ARTICLE 4
UNION RIGHTS**

A. Union Activities

1. The Union will advise the Employer in writing of all the names of its representatives and the terms for which they are to serve in a representative capacity.
2. Members of the Union, not to exceed three (3), who are elected by the Union to negotiate with Management shall be granted time off, without loss of pay, as necessary and reasonable to attend negotiations with Management which are mutually scheduled during hours the Employer is open.

3. Employees shall have the right for a steward to be present, if the Employee so requests, during any meeting which the Employee believes may result in his/her discipline.
4. No loss of pay shall be incurred as a result of attending a grievance or disciplinary appeal through the Grievance Procedure.
5. The Union will be permitted to hold meetings to be attended by the members on non-working time at 965 Broadway, West Long Branch upon advance notice and approval by the Employer. Union stewards and members shall also have the right to distribute written materials and discuss Union matters with Employees on non-working time, provided such distribution and discussion does not interfere or disrupt the normal operation of the department.

B. Bulletin Board

The Union shall have the use of bulletin board(s) in a mutually agreeable place. This bulletin board(s) will be solely for the purpose of exhibiting official business of the Union. Appropriate material on such bulletin board(s) shall be posted and removed by representatives of the Union, who will be responsible for maintaining same in an orderly and neat fashion. The material shall not contain anything profane, obscene, or defamatory with respect to the Employer or its representatives. The posting of appropriate materials, such as Union recreational and social activities, Union elections and results of elections, Union appointments, Union meetings and reports and minutes thereof, shall be limited to the space of the bulletin board(s) designated for the exclusive use of the Union. The Employer shall have the right to remove material which is political in nature or not Union business but must notify the Union prior to the removal of said material.

C. **Union Leave**

A total of two (2) days per year will be available to no more than two (2) Union members without loss of pay to attend any meeting or educational conference of the Union. The Employee taking any of the two (2) days off must provide the Supervisor or his/her designee with at least a week's written notice for time off, except in emergency situations.

**ARTICLE 5
MANAGEMENTS RIGHTS**

A. The Union recognizes that the management and the administration of all operations, the control of its properties and the maintenance of order and efficiency is vested solely in the Employer. Accordingly, the Union and the Employer agree that the Employer shall retain all of its management rights, including, but not limited, to the right to:

1. Select and direct the workforce.
2. Hire, suspend, discharge or take other appropriate disciplinary action against any Employee for just cause.
3. Assign, promote or transfer Employees.
4. Relieve Employees from duty because of a lack of work or for other legitimate reasons.
5. Determine the scheduling and amount of overtime to be worked.
6. Decide the number and location of its facilities.
7. Determine the work to be performed within the Union.
8. Determine the maintenance and repair work to be performed.
9. Determine the amount of supervision required.

10. Determine the machinery and tool equipment to be purchased and utilized, determine methods and schedules of work, and determine the selection, procurement, designing, engineering and control of equipment and materials.
 11. Purchase the service of others by contract or otherwise (e.g. subcontract) except as this right may otherwise be specifically limited in this agreement. The Employer may notify the Union ninety (90) days prior to any subcontracting of work except in case of emergency.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in accordance with the Constitution and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE 6 DISCIPLINE

Purpose

1. The purpose of this procedure is to assure (at the lowest level) equitable solutions to the problems which may arise affecting the terms of agreement and conditions of employment by providing the exclusive vehicles set forth for the settlement of grievances.

2. Any discipline which results in a removal or suspension, pending removal shall not be imposed prior to the Employee(s) having an informal hearing with the Director of the respective department or his/her designee, unless there is imminent threat to health or safety.
3. The Employer will notify the Union in writing to any suspension or discharges within seventy-two (72) hours of the action not including weekends. Failure by the Employer to properly notify the Union will not void any disciplinary action, but the time limit for filing a grievance will not commence until the date the Union or Staff member was notified of the action in writing.
4. It shall be the duty of Employees to maintain the Borough Employee Conduct standards stated below. If an Employee's conduct falls below standard, he/she may be subject to disciplinary action.

Employee(s) may be disciplined for the following reasons, but are not limited to:

- A. Incompetency, Inefficiency or failure to perform duties.
- B. Insubordination.
- C. Inability to perform duties.
- D. Abuse of Absenteeism or lateness
- E. Conviction of a crime and or commission of indictable offenses i.e. tampering with the U.S. mail, incoming or outgoing or disorderly person's offense.
- F. Conduct unbecoming a Borough Employee, i.e. conduct on the job that violates the common decency or morality of the community.
- G. Neglect of duty.

- H. Misuse of Borough property, including motor vehicles
- I. Violation of regulations concerning illegal drugs, non prescription and alcohol use, or using of such substances while on Borough's property.
- J. Violating safety rules and regulations, including failure to observe safety and security procedures.
- K. Giving false information in connection with your job, including falsifying records and making false statements on job application.

5. If an Employee is non-compliant with the aforementioned Employee Conduct standards, the following actions may be taken (The reference below to "steps" only refers to the procedures in accordance with section 14H of this contract. The employer is not bound to the step procedure below for other violations, since those possible violations cover a gamut of problems):

Step 1. Counseling letter with copy provided to the Union and Steward, followed by confirmation to the Employee's personnel file

Step 2. Letter of reprimand with copy provided to the Union and Steward, followed by confirmation to the Employee's personnel file.

Step 3. One (1) day suspension without pay

Step 4. Three (3) day suspension without pay

Step 5. Six (6) day suspension without pay

Step 6. Termination

**ARTICLE 7
GRIEVANCE AND ARBITRATION PROCEDURES**

Grievance Policy

- A. A grievance within the meaning of this Agreement shall be any difference of opinion, controversy, or dispute arising between the parties hereto relating to any dispute between the parties involving interpretation or application of any provision of this Agreement.
- B. The Employee(s) shall have the right to have the Shop Steward and CWA representative present at all steps of the grievance procedure. The Employer or his designee will be notified twenty-four (24) hours in advance when an outside representative will be present.
- C. A Union Steward shall be permitted to investigate and represent Employees of the Employer in grievances or disciplinary appeals. The investigation should normally be done during non-work hours but where necessary up to one (1) hour may be permitted to investigate a grievance. Grievance step meetings shall be conducted without loss of pay for any reasonable amount of regular scheduled work time used for that purpose.
- D. Employees who serve as witnesses during a grievance shall be able to do so without loss of pay for any reasonable amount of regularly scheduled work time used for that purpose. Employees who serve as witnesses during a grievance, unless they appear on behalf of the Employer, will not be paid for their time if they are not appearing during regularly scheduled work time.
- E. Time frames set forth in the Grievance and Disciplinary Procedures below may be extended by mutual agreement.
- F. Failure to move grievance or to proceed to the next step in a timely manner will be considered a waiver of the grievance.

Grievance and Disciplinary Procedures

In the event of such grievance or disciplinary appeal, the steps hereafter set forth shall be followed.

Step 1.

- A. An Employee or the Union representative with a grievance shall first file a written statement of grievance and discuss the matter orally with the immediate supervisor within two (2) weeks where the Employee knew or should have known of the occurrence of facts which give rise to the grievance with a view to resolving the grievance informally. The aggrieved party shall document with the immediate supervisor the date and subject of the grievance. If the grievance is not presented within the aforementioned time period, it shall be considered waived.
- B. In the event the Employee or the Union is unable to resolve the matter pursuant to step 1(A), the Employee or the Union shall present a formal written grievance to the immediate supervisor within two (2) weeks after oral presentation provided for in step 1(A). A meeting on the written grievance shall be held within two (2) weeks of the filing of the written grievance between the aggrieved party or the designated representative and the immediate department head. A decision thereon shall be rendered in writing by the immediate supervisor within two (2) weeks after the holding of such a meeting. In the event the grievance is not satisfactorily settled, the Employee or the designated representative may proceed to step 2 of the procedure.

Step 2.

If the grievance is not satisfactorily resolved at step 1, the matter may be referred by the aggrieved party or the Union to the Director of the respective department within two (2) weeks after the decision in step 1. The Employee or the Union shall meet with the Director to discuss the grievance within two (2) weeks from their receiving the grievance. The

Director or his/her designated representative will give a written answer to the Union within two (2) weeks from the date of the meeting. In the event the grievance is not satisfactorily settled, the Employee or the Union may proceed to step 3 of the procedure.

Step 3.

If the grievance is not satisfactorily resolved at step 2, the matter may be referred by the Employee or the Union to the Mayor and Council within two weeks after receipt of the written answer. A meeting between the Union, Department Head, the Mayor and Council shall take place within two weeks after receipt of the notice. The Mayor and Council shall render a written decision within two (2) weeks after the date of the meeting. In the event the grievance is not satisfactorily settled, the Employee or the designated representative may proceed to step 4 of the procedure.

Step 4. Mediation

If the grievance is not resolved at step 3, the grievance may, within three (3) weeks, be moved to the State Board of Mediation where an appointed mediator will hear the issues and render a non-binding recommendation. If the parties are not satisfied with the recommendation, the Employee or the designated representative may proceed to step 5 of the procedure.

Step 5. Arbitration

- A. The Union may, within three (3) weeks after receipt of the decision from Mayor and Council, file for arbitration in accordance with the rules and regulations of the Public Employment Relations Commission for appointment of an arbitrator. The Union must file for arbitration and notify the Employer in writing. In the event that the Union fails to serve the Employer with written notice of the request for arbitration within the twenty (20) day period, the grievance shall be considered abandoned at the last step (step 3) of this Grievance Procedure.

- B. The decision of the arbitrator shall be final and binding on both parties and he/she shall render an award in writing within thirty (30) working days after the last day of the hearing, and the arbitrator shall set forth the rationale for his/her decision in the award.
- C. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration through the steps of the Grievance Procedure and shall have no authority to determine any other issues not so submitted to him/her.
- D. The arbitrator shall be bound by the provisions of this Agreement, restricted to the applications of the facts presented to him/her involved in the grievance and limited to the interpretation of the Agreement. The arbitrator shall have no authority to add to, alter, amend or modify any provision of this Agreement. Furthermore, the arbitrator shall be bound by the laws of the State of New Jersey and shall be without power to advise or direct the omission of any illegal act or acts beyond the legal authority of the parties.
- E. The arbitrator's fees and expenses shall be borne equally by both parties. Any other expense shall be the sole responsibility of the party that incurs it.
- F. Arbitration hearings and conferences shall be held at the Employer's Municipal Building.
- G. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to request the movement of a grievance to arbitration, or to terminate the grievance prior to submissions to arbitration, shall be final as to the interests of the grievant and the Union.

ARTICLE 8 HOURS OF WORK

A. Hours of Work

1. The standard work week for the Department of Public Works consists of five (5) days, forty (40) hours per week, Monday through Friday, exclusive of lunch.
2. The standard work week for clerical Employees consists of thirty-five (35) hours per week, Monday through Friday, exclusive of lunch.
3. All clerical Employees who work in excess of thirty-five (35) hours up to and including forty (40) hours in a pay week shall be paid hour for hour at straight time, the regular rate. Work in excess of forty (40) hours per week, shall be paid at the rate of one and one-half (1-1/2) hours for each hour worked in excess of forty (40) hours.
4. For those DPW Employees working a work week of Monday through Friday, work performed on Saturday shall be paid at the rate of one and one-half (1-1/2) hours for each hour worked, work performed on Sunday shall be paid at the rate of two (2) hours for each hour worked regardless of any holiday, sick, approved personal or approved vacation time off during the week.
5. Notwithstanding paragraphs 1 through 8, in the event an Employee is called back to work after the conclusion of his/her normal work shift and not contiguous to the work shift, the Employee will be entitled to a minimum of three (3) hours pay at the rate of one and one-half (1-1/2) the regular pay rate.

6. Except in case of emergency or in the event of performance of an assigned job, no seasonal or part-time Employee shall perform in excess of forty (40) hours per week the duties of Employees in the bargaining unit.
7. Employees shall be granted two (2) fifteen (15) minute breaks, with one (1) to be taken in the morning and the other to be taken in the afternoon.
8. Any Employee called in on weather emergency and who works eight (8) hours or more, shall be granted a one-half (1/2) hour meal period with no loss of pay to the Employee and one-half (1/2) hour for every additional four (4) hours of work above the eight (8) hours previously worked.
9. The Employer shall reimburse the Employee for his/her meal at the rate of \$6.50 for breakfast, \$8.00 for lunch and \$12.00 for dinner. Receipts are to be handed in to the Supervisor to be reimbursed.

B. DPW Planned Overtime

1. Overtime shall be scheduled on a rotation basis by seniority.
2. Refusal to work scheduled overtime shall be counted in the rotation.
3. Exchange of overtime with another Employee will not be permitted.
4. Employees who do not wish to work any planned overtime, may do so by having his/her Supervisor note this change on the schedule and signing his approval off the rotation.
5. Any Employee who requests to cancel a scheduled planned overtime shall notify his/her Supervisor on or before 12.00 noon

the day prior to the scheduled planned overtime. This shall be counted in the rotation.

6. Except in case of emergency, failure to appear for any scheduled planned overtime work without notification to the Supervisor shall be considered failure to report for work and shall be subject to disciplinary action.
7. In case of emergency where the Employee scheduled for planned overtime is not qualified to perform emergency duties and another Employee has to be called in, the Employee called in will be entitled to a minimum of three (3) hours pay at the rate of one and one-half (1-1/2) the regular pay rate.

ARTICLE 9 WAGES

1. DPW

- A. Beginning with January 1, 2013, the minimum starting salary shall be twenty nine thousand one hundred (\$29,100.00) dollars per year.
- B. Retroactive to January 1, 2016, all DPW Employees covered by this agreement shall receive a wage increase of 2.25% to their 2015 base salary.
- C. Effective January 1, 2017, all DPW Employees covered by this agreement shall receive a wage increase of 2.25% to their 2016 base salary.
- D. Effective January 1, 2018 all DPW Employees covered by this agreement shall receive a wage increase of 2.25% to their 2017 base salary.

- E. Effective January 1, 2019 all DPW Employees covered by this agreement shall receive a wage increase of 2.25% to their 2018 base salary.
- F. Any and all stipends shall remain at the 2015 levels.

2. **Clerical**

- A. Retroactive to January 1, 2016, all Clerical Employees covered by this agreement shall receive a wage increase of 2.25% to their 2015 base salary.
- B. Effective January 1, 2017, all Clerical Employees covered by this agreement shall receive a wage increase of 2.25% to their 2016 base salary.
- C. Effective January 1, 2018, all Clerical Employees covered by this agreement shall receive a wage increase of 2.25% to their 2017 base salary.
- D. Effective January 1, 2019, all Clerical Employees covered by this agreement shall receive a wage increase of 2.25% to their 2018 base salary.

**ARTICLE 10
LONGEVITY**

Full-time Employees shall receive a longevity bonus for years of service in accordance with the following:

After five (5) years of service	\$ 600.00
After ten (10) years of service	\$ 875.00
After fifteen (15) years of service	\$1,150.00

After twenty (20) years of service	\$1,425.00
After twenty-five (25) years of service	\$1,700.00

Longevity shall be added to the Employee's pay after the salary adjustment is made pursuant to Article 9 above; and the longevity pay shall be prorated into each paycheck, rather than be paid in a lump sum.

ARTICLE 11 HEALTH INSURANCE

Health Benefits

- A. All Employees with a work week of 20 hours or more will be insured for health purposes under the Central Jersey Health Insurance (Aetna POS).
If state or federal law increase the work week hour's threshold above 20 hours per week, this contract shall be deemed amended to comply with any such state or federal change in the law.
- B. Employees who have insurance coverage will pay, via payroll deduction, a percentage of health insurance premiums in accordance with P.L. 2011 c.78.
- C. The Employer reserves the right to change carriers as long as substantially similar benefits are provided.
- D. The Employer shall provide Employees hired after January 1, 1996 and their dependents with dental insurance under the Borough's current plan; however, coverage shall not include orthodontic care. If State or Federal law increase the work week hour's threshold above 20 hours per week, this contract shall be deemed amended to comply with any such State or Federal change in the law.

- E. PATRICK O'CONNOR shall be grandfathered under the existing health coverage and shall not be treated as a new Employee for the purpose of this Article.
- F. The Employer will provide health benefits after retirement under Chapter 88 of Public Laws of 1974 (amended Chapter 46 of Public Laws of 1981) and all amendments to the same. This means the Employer will pay for health benefits, which shall be non-dental in nature and contain substantially similar benefits to the Direct Access plan in effect while the Employee was working. This benefit shall be provided to Employees who retire with twenty-five (25) or more years of full-time service. It is understood, however, that if the Plan changes, the Employer reserves the right to purchase a substantially similar plan on the same terms as set forth in this section.
- G. Retiree health benefits including any Employee contribution shall be the same as current Employees.

Opt Out

- A. Effective January 1, 2009, Employees will be eligible to participate in a voluntary opt-out program to eliminate dual medical/dental coverage.
- B. An Employee shall be entitled to twenty five (25%) percent of the premium up to five thousand (\$5,000.00) dollars in accordance with New Jersey State law.
- C. An Employee must remain out of the plan(s) for twelve (12) consecutive months unless there is a significant change in the medical and/or dental benefit program.
- D. An Employee must provide the Employer with proof of dual coverage. If the Employee opts back into the plan because of a significant change in the medical and/or dental benefit, the Employee shall only receive the pro-rata portion of the savings.

- E. Other than because a significant change in medical and/or dental benefit, an Employee can only opt back into the medical and/or dental benefits program during the open enrollment period.

**ARTICLE 12
VACATIONS**

- A. All Employees within the bargaining unit shall be granted vacation in accordance with the following schedule:

Less than 1 year	½ day per month (not to be used during the first 6 months)
1 through completion of 5 years	10 days
6 through completion of 10 years	15 days
11 through completion of 15 years	20 days
16 through completion of 19 years	23 days
Completion of 20 years or more	26 days

- B. On separation of employment, Employees shall be paid for any earned, accrued, unused vacation. Vacation time shall be prorated to the date of separation from the employer.
- C. On January 2nd of each year, the Employer shall post on the bulletin board a vacation request schedule which shall remain posted until February 15th. During this time, Employees shall submit requests for vacation periods. The Employer shall assign vacations on the basis of department seniority. Supervisors shall have the right to schedule vacation so as to permit sufficient manpower and maintain adequate coverage. Any requests submitted after February 15th shall be assigned on a first come, first serve basis.

- D. Vacations may be taken between January 2nd and December 31st of each year. Employees may carry over a maximum of five (5) unused vacation days.
- E. Employees who are not permitted by the Employer to take vacation due to the press of business may carry over such untaken vacation to the next year. All carried over vacation must be taken in the second year.
- F. Part-time Employees shall receive vacation time on a pro-rated basis.

**ARTICLE 13
PERSONAL LEAVE**

Employees shall be entitled to three (3) personal days in each calendar year. New Employees will earn personal time on a pro-rated basis of one (1) day per four (4) months of service. Beginning the second January after employment, the new Employees will be credited with three (3) personal days in January. Personal days may be withheld at the discretion of the Employer, on the day prior or the day following a holiday or vacation period except in case of emergency. All personal days require prior approval from the Employer.

**ARTICLE 14
SICK LEAVE**

- A. Sick leave shall be defined as absence from duty of an Employee because of illness, accident, exposure to contagious disease, attendance upon a member of his/her immediate family who is seriously ill and requires the care and attendance of such Employee, or to make a doctor or dentist visit that can only be scheduled during working hours.

- B. All Employees will be granted a bank of unused sick time for service prior to January 1, 1987, in the amount of five (5) days per each full year of service.
- C. As of January 1 of each year, all current Employees will be credited with thirteen (13) sick days per year. All new hires will accrue one and one-twelfth (1-1/12) sick days per month for the balance of the first calendar year of service, and thereafter will be credited with thirteen (13) sick days per year.
- D. Upon retirement, in accordance with the applicable pension plan, Employees will receive a lump sum payment for unused sick time in the amount of thirty-five dollars (\$35.00) per day up to a maximum of seventy-two hundred dollars (\$7,200.00).
- E. The Employer shall provide for coverage under the New Jersey Temporary Disability Benefits Law for Employees covered under this Agreement.
- F. Employees shall be required to provide a doctor's note to obtain benefits under this Article on those occasions where the Employee is out of work for three (3) consecutive days or at any time when there's a question of sick leave abuse. Abuse of sick leave shall be cause for disciplinary action.
- G. The Employer may require an Employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the Employer, by a physician chosen by the Employer. Such examination shall establish whether the Employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other Employees.
- H. Department of Public Works Employees who cannot report to work because of illness or injury shall call the Director of the Department of Public Works. All other calls should be directed to the Police Headquarters at 732-229-5000 prior to the start of their scheduled work day. Employees are required to call each day they will be out. If an Employee fails to notify the Employer that

he/she is unable to report to work, Employee may be subject to discipline as set forth in Article 6, section 5.

- I. Any penalties imposed for a violation of this procedure shall be based on the number of offenses committed by the Employee, as set forth in the chart below. This means that, for example, if an Employee previously committed an offense of this section, such prior violations will be counted in imposing penalties for any future violations. However, if the Employee after five (5) years has not committed any violation, any offenses previously committed will not be counted toward any penalty.
- J. Part-time Employees shall receive sick leave time on a pro-rated basis.

ARTICLE 15 BEREAVEMENT LEAVE

- A. In the event of death in the immediate family, an Employee will be granted up to three (3) consecutive working days off without loss of pay from the day of death or the day of the funeral.

Immediate family is defined to include spouse, parents, step-parents, parents-in-law, grandmother, grandfather, grandchild, spouse, civil union partner, child, foster child, sister, brother, sister-in-law, brother-in-law, niece, nephew and any other relatives of the Employee residing in the Employee's household.

- B. The Employee shall be granted one (1) day off without loss of pay, to attend the funeral of the Employee's aunt, uncle, first cousin.
- C. An Employee who has to travel out of state to attend a funeral will be granted one (1) extra day without loss of pay. The Employee will submit proof of attendance to the Borough upon return to work. The proof of attendance shall

be a letter on the funeral home's letterhead containing the funeral director's signature.

- D. The Employer may require verification for bereavement leave.

ARTICLE 16 HOLIDAYS

- A. The following shall be considered paid holidays:

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veterans Day
- Thanksgiving Day
- Christmas Eve (1/2 day)
- Christmas Day

- B. Employees who are scheduled to work on any paid holiday shall receive regular straight time for the work performed plus an additional day's pay. Employees not regularly scheduled to work but who are required to work, shall be paid at the rate of one and one-half (1-1/2) hours for each hour worked plus an additional day's pay. Employees not scheduled to work shall receive a day's pay for the holiday, but must work the scheduled day preceding and the scheduled day following the holiday, unless they are excused, in order to be eligible for holiday pay.

- C. Holidays will be celebrated on the day designated for observation by the Employer schedule. In the event a holiday falls on a Saturday or Sunday, it may be celebrated and compensated accordingly on the preceding or the day following the holiday at the discretion of the Employer. Any premium pay for work on a holiday will be for work on the observance day.
- D. When a paid holiday falls within the Employee's vacation period, the Employee shall receive compensation for that day or an additional vacation day at the discretion of the Employer. If the Employee is required to forfeit a holiday that falls within his/her vacation period, the Employee shall have the right, upon adequate notice to the Employer, to refuse the holiday pay in exchange for another work day off not to be taken the day before or the day after a holiday and suffer no loss in pay.
- E. Part-time Employees shall receive holiday time on a pro-rated basis.

**ARTICLE 17
LEAVE OF ABSENCE**

- A. Employees may be granted up to ninety (90) days leave of absence without pay and without loss of seniority rights. Except in case of an emergency, any request for a leave of absence shall be submitted four (4) weeks in advance in writing by the Employee to the Employer and the request shall be answered in writing within the four (4) week period. Extension for unpaid leave may be granted for good cause at the sole discretion of the Employer. Upon return to work the Employee will be offered the same or equivalent position held before the leave.
- B. At the employer's sole discretion, leaves without pay may also be granted to further the Employee's education designed to increase the Employee's effectiveness upon return to service.

- C. Leave of absence qualifying under the State Family Leave Act (FLA) or the Federal Family Medical Leave Act (FMLA) shall be administered in accordance with applicable statutes and regulations. Consistent with such statutory and regulatory requirements, health and life insurance premiums may be paid by the Employee to maintain coverage during this period.
- D. All leaves of absence must be submitted in writing and shall indicate the starting date of the leave of absence, the length of time requested, and the reasons therefore. If an Employee fails to return to work within five (5) consecutive working days after the expiration of the leave without notification and approval by the Employer, the Employee may be considered to have resigned not in good standing.
- E. Requests for leave of absence shall not be unreasonably denied. All decisions regarding leaves of absence shall be discretionary.

**ARTICLE 18
MILITARY LEAVE**

All Employees shall have rights and obligations under the Borough's ordinance 2.23

**ARTICLE 19
JURY DUTY**

An Employee absent because of jury duty shall be compensated at his/her regular pay for his/her hours of regularly scheduled work time lost. Jury duty pay must be reimbursed in full to the Employer. An Employee who is called to jury duty must immediately notify the Employer and shall produce the summons, subpoena or other document notifying the Employee of the court appearance. In the event jury duty is completed with one half (1/2) or more of the Employee's workday remaining, the Employee shall report for work. If on call for jury duty, Employee must report to work.

**ARTICLE 20
SENIORITY**

The Employer shall establish and maintain a seniority list of Employees, names and dates of employment from the date of last hired on a department basis, with the Employee with the longest length of continuous and uninterrupted department service to be listed first, and followed in descending sequence by length of continuous service by the names of the other Employees on each list.

New Employees will be placed on the seniority list upon completion of their probationary period, and the length of service shall begin with the original date of hire as full-time Employees.

An Employee's seniority shall cease under the following conditions:

- A. Discharge for just cause.
- B. Resignation.
- C. Layoff of more than twelve (12) consecutive months.

**ARTICLE 21
LAYOFFS AND RECALL**

- A. The Department will provide a minimum of twenty-one (21) calendar days notice of layoff to any Employee affected and shall provide the Union with a copy of each layoff sent to the Employee within twenty-four (24) business hours of service of the notice to the Employee.
- B. In case of layoffs, the Employee with the least seniority shall be laid off first.
- C. Laid off Employees shall have recall rights beginning with the title and job requirements of the position from which they are laid off, or comparable requirements.

- D. Upon recall, the last Employee laid off shall be the first to be recalled.
- E. For seniority purpose, all laid off Employees shall retain the rights of recall for one (1) year and shall retain his/her original date of hire.
- F. Seasonal or part-time Employees shall not be hired or retained if the regular permanent Employees are on a temporary layoff due to a reduction in work force.

**ARTICLE 22
PROBATIONARY PERIOD**

All newly-hired Employees shall serve a ninety (90) day probationary period. This probationary period may be extended up to a total of thirty (30) days at the request of the Employer and agreement of the Union. During this probationary period, the Employer reserves the right to terminate a probationary Employee for any reason. Such termination shall not have recourse through the grievance and arbitration provisions of this Agreement. The employer is under no obligation to reemploy any person dismissed during the probationary period.

**ARTICLE 23
VACANCY, PROMOTIONS, TRANSFERS**

- A. The Employer agrees to give preference to promotion and advancement to current Employees in the unit. Employees will be considered on the basis of seniority and basic ability to perform the work required.
- B. Except as hereinafter provided in section D, any open or newly-created vacancy within the unit covered by this Agreement, which represents a promotion or advancement for Employees covered by this Agreement, shall be posted on the bulletin board for seven (7) working days. Such notice will contain a job description, and salary (minimum and maximum where

applicable). If no Employees apply for the vacancy by the end of the posting period, the Employer reserves the right to hire externally or internally transfer to fill the vacancy. Employees applying for an open vacancy shall do so by signing their names to the notice.

- C. The Employer shall promote the most senior qualified Employee who bids for the job. The final decision as to which Employee shall be awarded the vacancy shall be made by the Employer.
- D. If a newly-created position or open position involving a skilled trade, such as mechanic, exists, the Employer shall have the right to advertise such position externally simultaneously with the posting procedure hereinabove specified. The Employer shall have the final decision as to which applicant shall be awarded the position based upon ability, and where applicable, seniority.
- E. The Employer shall establish the hourly rate for any new or materially changed job.

ARTICLE 24 OUT OF TITLE WORK

In the event an Employee is assigned to temporarily perform in a higher pay job classification for a period in excess of five (5) consecutive work days, the Employee shall be paid at the higher pay job classification for the period of time in which the Employee has performed such duties.

An Employee assigned to temporarily perform a lower pay job classification shall suffer no reduction in pay.

**ARTICLE 25
HEALTH AND SAFETY/UNIFORM**

- A. The employer will provide safety glasses (lenses and frames must meet ANSI Z87.1 standard for protective eye wear and ANSI Z80.1 recommendation for ophthalmic prescription lenses) to full-time bargaining unit Employees in the Department of Public Works and Building Custodian, not to exceed \$200.00 per year, which will include the cost of any eye exams. The Employer will consider the need for safety eyeglasses, under this section, for the job classification within the bargaining unit based upon work practice documentation submitted to the Borough Safety Committee.
- B. The Employer on an annual basis and no later than December 15, shall provide all Employees of the Department of Public Works at no cost with the following:
1. Two (2) pairs of insulated, waterproof, composite toe boots. An additional pair of boots shall be provided to the Sanitation staff for sanitation duties. The cost of boots shall be in addition to the benefits under subsection 7.
 2. Other protective clothing and equipment which the Department Head considers necessary to perform the job
 3. Shield or goggles, prescription type if necessary
 4. Work gloves as required or needed
 5. All safety equipment on hand will be made readily available to all Employees
 6. Uniforms and other protective equipment provided must be worn at all times

7. Employees, on an annual basis, shall provide the Employer with a list of items of clothing needed to perform their duties by November 1st; however, amount spent on these items shall not exceed five hundred (\$500.00) dollars.

ARTICLE 26 LABOR MANAGEMENT MEETINGS

Labor/Managements meetings to discuss non-contract issues considered important by either the Employer and the Union, may be arranged by mutual agreement between the Employer and the Union representative.

The purpose of Labor/Management meetings is to establish a procedure to encourage dialogue around issues of common concern and possible resolutions in a non-antagonistic setting.

Either party may request a Labor/Management meeting in writing stating the proposed time, agenda, attendees, and place of such meeting. The members of the Union attending such meeting shall not lose time or pay for time so spent.

ARTICLE 27 JOB DESCRIPTIONS

The Employer shall provide job descriptions for all positions covered by this Agreement and shall make such descriptions available to current Employees and to new hires.

The Employer shall make any changes in such job descriptions available to current Employees and to new hires.

**ARTICLE 28
NO STRIKE/NO LOCKOUT**

It is recognized that the need for continued and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the Employer and that there should be no interference with such operation. The Union further agrees that during the term of this Agreement, neither the Union nor any person acting on its behalf will cause, condone, authorize or support nor will any of its members participate in any strike, work stoppage, slow-down, walk-out, or other job action or work interruption.

The Employer shall have the right to take disciplinary action against any Employee participating in a violation of the provisions of this Article. Nothing in this Agreement shall be construed to limit or restrict the rights of any of the parties to this Agreement to pursue fully any and all remedies available under the law in the event of any violation of this Article, including the right to institute civil action for damages and injunctive relief.

**ARTICLE 29
FULLY BARGAINED CLAUSE**

The foregoing constitutes the entire Agreement between the parties and shall supersede any and all Rules and Regulations in conflict therewith which were previously in effect. Nothing herein shall be construed to supersede any decision issued by a Governmental Agency of competent jurisdiction relevant to the issues covered in this Agreement.

**ARTICLE 30
SAVING CLAUSE**

- A. If any provisions of this Agreement should be held invalid by operation of law or regulation by any tribunal of competent jurisdiction, or if compliance with or

enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to its validity, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and affect.

- B. In the event any article or section is held invalid or enforcement of or compliance with which has been restrained, the parties affected thereby shall enter into collective bargaining negotiations after receipt of written notice of the desired amendments by either the Employer or the Union for purpose of attempting to arrive at a mutually satisfactory replacement for such article or section during the period of invalid restraint.
- C. If the parties do not agree on a mutually satisfactory replacement within sixty(60) days after receipt of the stated written notice, either party shall be permitted all legal recourse in support of its demands, notwithstanding any provisions of this Agreement to the contrary.

**ARTICLE 31
TERMS OF AGREEMENT**

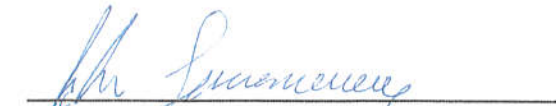
This agreement shall be in full force and effect from January 1, 2016 to and including December 31, 2019, and shall continue from year to year thereafter unless written notice of desire to amend or terminate the Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration.

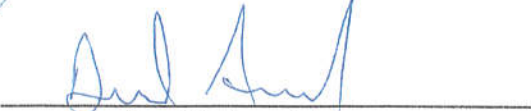
IN WITNESS WHEREOF, the parties have hereunto fixed their signatures.

**COMUNICATIONS WORKERS OF
AMERICA AFL-CIO**


René Garzón, Staff Representative

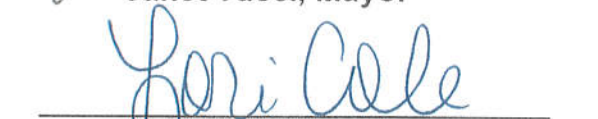

Doreen Schumacher


John Lamoreaux


David Arnold

BOROUGH OF WEST LONG BRANCH


Janet Tucci, Mayor


Lori Cole
Acting Administrator/Borough Clerk