

CONTRACT BETWEEN
BOROUGH OF HIGHLANDS
AND
COMMUNICATIONS WORKERS OF
AMERICA
LOCAL 1032
EFFECTIVE JANUARY 1, 2012-
DECEMBER 31, 2014

TABLE OF CONTENTS

Preamble – Article 1	1
Recognition of Local 1032, CWA – Article II	1
Union Activity – Article III	3
Equal Treatment – Article IV	3
Random Drug Testing – Article V	3
Management Right Clause – Article VI	4
Establishment of Work Rules – Article VII	5
Grievance Procedures – Article VIII	6
Salary and Longevity – Article IX	8
Holiday, Vacations and Sick Leave- Article X	9
Hours and Overtime – Article XI	12
Health Benefits – Article XII	14
Previous Fringe Benefits – Article XIII	15
Schooling – Article XIV	16
Bereavement Leave – Article XV	16
Working Clothes – Article XVI	16
Jury and Military Reserve Duty – Article XVII	18
No Strike, Etc. – Article XVIII	18
Severability and Savings – Article XIX	18
Contractual Negotiations – Article XX	19
Agency Shop Bill – Article XXI	19
Information to the Union – Article XXII	19
Union Time Off – Article XXIII	19
Schedule A Health Benefit Plan Highlights	
Schedule B Salary Guide (Salary Ordinance)	

PREAMBLE
ARTICLE 1

This agreement, made this _____ day of _____, 2012 by and between the Borough of Highlands, by its authorized official, hereinafter referred to as the "Employer" and Communications Workers of America Local 1032, which shall be in effect and operative for a three (3) year period from January 1, 2012 through December 31, 2014, has as its purpose the promotion of harmonious relations between Employer and CWA Local 1032, 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.

RECOGNITION OF LOCAL 1032, CWA
ARTICLE II

The Employer recognized the CWA Local 1032 as the sole representative of the Employees in the following job classification for the purpose of negotiating proposals covering wages, hours of work and other terms and conditions of employment.

INCLUDED:

All of the Blue Collar workers employed by the Borough of Highlands, County of Monmouth, State of New Jersey, are to be separated into the following classes.

CLASS A: Laborers, equipment operators, sewer treatment plant operators in Department of public works.

CLASS B: Radio Dispatchers, School Crossing Guards, except those temporary Employees who, are not subject to the provisions of Civil Service Statutes and regulations.

AND All of the White Collar Workers employed by the Borough of Highlands

In the following job classifications:

Principal Tax Clerk (Typing)
Assessing Clerk (Steno) P/T
Municipal Court Clerk
Deputy Municipal Court Clerk
Senior Clerk Typist-Building & Housing P/T
Finance Clerk P/T
Cashier
Principal Account Clerk P/T
Fire Sub-Code Official
Recreation Assistant F/T
Assistant Mechanic - \$2,000/year increase once four out of eight
certifications for ASE are obtained.
Police Department Records Clerk
Recreation Aides

Excepting those temporary employees who are not subject to the
provision of Civil Service Statutes and Regulations.

CLASS A: All Articles of this Agreement, namely Articles 1 through XXIII, shall
Apply to all Class A – Blue Collar Workers.

CLASS B: All Articles of this Agreement, shall apply to all Class B Workers. After
Ninety (90) days of employment, provisional employees may join the
Union and receive full contractual benefits. Provisional employees who
do not join the union will be subject to Article XXI (85% fee rule).

WHITE COLLAR:

All Articles of the Agreement, except Article XVI (Working Clothes),
shall apply to all White Collar Workers.

PART-TIME EMPLOYEES:

Any part-time employee who has at least (6) months of service with the
Borough and becomes full-time shall have no waiting period for benefits.
In addition, part-time employees sick, vacation and personal days shall
begin accumulating after ninety (90) days.

UNION ACTIVITY

ARTICLE III

The Employer and the CWA Local 1032 agree not to interfere with the rights of employees to become or not to become members of the CWA Local 1032, and further, that there shall not be an discrimination or coercion against any employee because of CWA Local 1032 Membership or Non-Membership. The Employer shall notify the union of any preliminary disciplinary action initiated against a union member within five (5) working days of such action. This notification requirement shall not apply to any suspension in criminal cases under N.J.S.A. 11A:2-13 and the like.

EQUAL TREATMENT

ARTICLE IV

Nothing contained in this Article shall abridge the right of the Employer, its agents and employees, under the Laws of the State of New Jersey.

RANDOM DRUG TESTING

ARTICLE V

- A. The Borough and the Union agree that the Borough and the Union Members deserve a safe and drug free work environment. These needs are particularly important considering the vehicles and equipment being used by the Borough Employees and the handling of cash. In order to ensure the same, the Borough shall be entitled to perform random drug testing, provided the same is not done more frequently than three times in one calendar year, and all employees will be tested at least once per calendar year.
- B. Random selection will be done by "bucket draw", at which drawing a steward will be present for the insertion of the names and the drawing of the names, though the physical drawing will be done by a member of the Borough

Administration staff. Actual testing will be scheduled and done on Borough time and at the Borough's expense.

All persons whose names are selected in the bucket draw shall report for testing at the time scheduled by the Borough.

- C. At the time samples are given by the employee, an additional sample shall be provided to the Union.
- D. If the test results in a positive or false positive result, there will be a re-testing of positive or false positive results refer to the test result indicating the presence of a controlled dangerous substance as defined by N.J.S.A. 2C:35-2 or its immediate precursor in Schedules I through V.
- E. If the re-test discloses a positive finding, a program of rehabilitation will be discussed with the employee.

MANAGEMENT RIGHT CLAUSE

ARTICLE VI

Except where such rights and authority and specifically relinquished or limited by provisions of this Agreement, the Employer will continue to retain, whether exercised or not, all of the rights and authority heretofore had by it. The Employer shall have the sole and absolute right, responsibility and prerogative of management of the Employer's affairs and direction of the working force including, but not limited to the following:

- A. To determine the care, maintenance, and operations of equipment and property used for and on behalf of the Employer.
- B. To establish or continue policies, practices and procedures for the conduct of the Employer's business and, from time to time, to change or abolish such policies or procedures.
- C. To discontinue processes of operations or to discontinue their performance by employees.
- D. To select and determine the number and type of employees required to perform the Employer's operations.

- E. To employ, transfer, promote or demote with just cause, employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work, or other legitimate reasons where it shall be in the best interest of the Employer or department, provided, however, the same shall be in accordance with Title II of the New Jersey Statutes. If the Borough deletes an employee position, as a result of which the employee is demoted, such form of demotion will be considered to have been done "with just cause."
- F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Employer, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. No employee shall be disciplined without just cause.
- G. To ensure that incidental duties connected with departmental operations, whether enumerated in job description or not, shall be performed by employees.
- H. To establish contracts or sub-contracts for Employer operations, provided that this right shall not be used for the purpose of intention of undermining the CWA Local 1032 or discrimination against its members.

ESTABLISHMENT OF WORK RULES

ARTICLE VII

The Employer shall establish reasonable and necessary rules of work and conduct for employees. All work rules shall be equitably applied by the Employer.

GRIEVANCE PROCEDURE

ARTICLE VIII

Section 1: General

- A. "Grievance" shall mean a complaint by an employee(s) that there has been a misinterpretation or violation of policies, agreement and administrative decision affecting them.

Section 2: Exception to Grievance Procedures

This procedure shall not serve in lieu of processes which must be followed in accordance with New Jersey Law or Rules and Regulations promulgated therewith.

Section 3: Procedure to be followed

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. A grievance to be considered under this procedure must be initiated in writing, by the employee within seven (7) days of its occurrence. If the matter is not grieved within seven (7) working days of its occurrence, it is not the subject of a grievance.

Step 1:

Any employee having a grievance shall present it in the first instance to the Supervisor within seven (7) working days after the occurrence of the event out of which the grievance arised. If the employee so requests, his representative shall be present.

Step 2:

If the employee is not satisfied with the Supervisor's decision at Step 1, the grievance shall be placed in writing and given to the Business Administrator within five (5) working days of the decision of the Supervisor. The Business Administrator has five (5) working days to respond.

Step 3:

If the employee is not satisfied with the decision of the Business Administrator at the second step the grievance shall be placed in writing, signed by the employee and presented to the Mayor and Council within three (3) working days after the date of the decision by the Business Administrator. The employee, personally, may grieve under this Step to the Mayor and Council. The Mayor and Council shall within ten (10) working days of the receipt t and the written grievance arrange a meeting with the employee and his representative.

The Mayor and Council shall give the employee a written answer to his/her grievance within three (3) working days after the date of such meeting. Alternatively, the Mayor and Council may review the written grievance of the employee in lieu of arranging a meeting with the employee and his representative. In this event, the Mayor and Council shall give the employee a written answer to the grievance within three (3) working days after the date of the review aforesaid. In the event the grievance is not settled at Step 2 of this procedure, the employee may elect to proceed through Civil Service of Step 2 of this grievance procedure, the choice of the employee then becomes exclusive in nature and he cannot avail himself, at a later time, of the procedure not used by him to settle a grievance.

Step 4:

If the grievance is still unsettled, the employee may within twenty (20) days, after the reply of the Mayor and Council is due, by written notice to the Mayor and Council require arbitration. Arbitration may be requested by either the Union or the Borough through the New Jersey State Board of Mediation Service, in which instance a panel of arbitrators will be supplied. Selection of the arbitrator(s) shall be in compliance with the rules regulations of the New Jersey State Board of Mediation Service. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Borough and the Union.

Step 5:

In using the grievance procedure established herein, an employee is entitled at each step to be represented by CWA Local 1032 representative or any attorney of his own choosing, but not by both. However, both the representative and attorney may be present at the meeting.

SALARY AND LONGEVITY

ARTICLE IX

Section 1:

Effective and retroactive to January 1, 2012 all employees in the bargaining unit shall have their base salary increased by 2% across-the-board.

Effective January 1, 2013 all employees in the bargaining unit shall have their base salary increased by 2% across-the-board.

Effective January 1, 2014 all employees in the bargaining unit shall have their base salary increased by 2% across-the-board.

Section 2:

An employee who performs work in a higher paid title which is clearly outside of his/her Department of Personnel job description for more than 20 consecutive days or after 30 nonconsecutive days in a calendar year shall receive the pay of the higher title. In no event shall this procedure be used in lieu of promoting a duly qualified employee when available.

In the event that an employee works more than 20 consecutive days, the higher title pay will be retroactive to the first day, in the event of more than 30 non-consecutive days, higher pay shall begin on the 31st day.

Section 3:

Department of Public Works Employee sustaining a workmen's compensation compensable injury shall receive full salary during their absence for a maximum of eight (8)

weeks and Non-Class A Employee shall receive full salary during their absence for a maximum of four (4) weeks. Provided, however, any employee engaging in any gainful employment during that period shall forfeit all salary for the entire period of absence. Workmen's Compensation Benefits received for period of absence shall be assigned to the Employer.

Section 4(a)- Longevity:

In addition to the wage agreed upon in Section 1 through 3 above, employees shall receive a longevity supplement in accordance with the following schedule. Longevity shall not be paid to any employee hired after January 1, 2012. Any employee rehired to the same Department after a layoff that occurred on or after January 1, 2009 and prior to January 1, 2012 shall not be considered a new hire under this section.

- A. After five (5) years of service, 3% of hourly rate or salary, whichever applies.
- B. After ten (10) years of service, a total of 6% of the hourly rate or base salary, whichever applies.
- C. Effective and retroactive to July 2, 2004, after fifteen (15) years of service, 9% of hourly rate or base salary, whichever applies.
- D. Effective and retroactive to July 1, 2004 after twenty (20) years of service, 12% of the hourly rate or base salary, whichever applies.
- E. In no event shall any employee receive more than a \$4,000 supplement for longevity.
- F. Longevity pay for a calendar year will be spread over the pay periods of employees during that year.

Section 4(b):

All longevity, vacation and sick time for Class B employees shall be pro-rated if permanently employed by the Borough.

HOLIDAYS VACATIONS AND SICK LEAVE

ARTICLE X

- A. Class A members shall be entitled to twelve (12) paid Holidays during the term of this contract. The Holidays are listed as follows:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday

**Good Friday
Memorial Day
Independence Day
Labor Day
Veteran' Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day**

One "Floating Holiday" to be selected by the employee with approval of the Borough Administrator on an individual basis. Employees hired after January 1, 2012 shall not be eligible to receive the "Floating Holiday". Any employee rehired to the same Department after a layoff that occurred on or after January 1, 2009 and prior to January 1, 2012 shall not be considered a new hire under this section

- 1A. In the event that any of the aforementioned Holidays falls on a Sunday, they will be celebrated on the following Monday. Should any of the aforementioned Holidays fall on a Saturday, they shall be celebrated on the preceding Friday.

Part-time employees shall receive five (5) vacation days, five (5) sick days and the following seven (7) Holidays.

New Year's Day	Memorial Day
Martin Luther King Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

- 2A. Crossing Guards will receive five (5) vacation days, five (5) sick days and six (6) floating Holiday s to be selected by the employee with the approval of the Borough Administrator. This provision is to allow the Holiday schedule for Crossing Guards to coincide with the school calendar. Crossing Guards hired after January 1, 2012 shall not be entitled to paid holiday and vacation days. Any crossing guard who is employed on January 1, 2012, subsequently laid off and later rehired as a crossing guard shall not be considered a new hire under this section.

- B. When an employee is required to work on any of the above Holidays, he shall be paid at the rate of 1 ½ times the normal hourly rate of pay of said employee, or compensatory time off at the discretion of the employee upon the due notices to the Borough Administrator.

- 1B. If the employee is unable to use his compensatory time due to operational consideration, the employee may request payment within thirty (30) days, upon notice to the Borough Administrator. All Employees must work or be on approved vacation on the regular

working day before and the regular day after the holiday in order to be entitled to receive credit for the holiday. In instances of sick calls the employee shall be entitled to receive credit for the holiday provided he/she provides a doctor's note.

2B. The Holiday schedule for the Sanitation Department will be posted at least two weeks in advance.

C. Vacation entitlements for full-time employees are as follows:

1-10 years of service	12 days with pay
11-20 years of service	15 days with pay
20 or more years of service	20 days with pay

1C: All vacations must be posted on the bulletin board, according to seniority, no later than January 15th of each year. Approval of vacation request will be made within five (5) working days. Unless the employee receives written notification to the contrary, vacation approval will be automatic.

2C: After January 15th of each year, employees will give thirty (30) days notice when requesting vacation time. Management will have ten (10) days to disapprove a vacation request. Management shall respond, in writing to the employee as to the outcome of all vacation request. (Approval or Denial).

3C: At the discretion of the Borough Administrator and Department Manager, additional vacation usage may be approved without thirty (30) days notice.

D. Each Class A employee shall be allowed three (3) "personal days" per year without explanation, provided the request is submitted to the Administrator at least twenty-four (24) hours in advance. In emergency situation the Borough Administrator shall have the discretion of waving the 24 hour notice.

Class B employees shall be allowed a portion of a "personal day" based upon the hours worked during the preceding calendar year.

E. Sick leave entitlement for full-time employees are as follows provided the employee calls the police dispatcher at least one half hour prior to his/her regular starting time (one hour for crossing guards).

First year – one sick day per month every year thereafter – 15 sick days, credited in January of each year.

The Borough may require a doctor's note from all full-time and part-time employees in the following instances.

- 1) When an employee is sick for five (5) consecutive days or more.
- 2) When an employee has used all fifteen (15) days before the end of the current calendar year, or in the case of part-timers their yearly allotment.
- 3) When there is a documented pattern of abuse.

F. Reimbursement for unused sick time: Any employee having not less than ten (10) years of service for the Employer shall be compensated at the time of retirement for unused sick time in an amount equal to one hundred (100%) percent of his/her daily pay rate at the time of retirement times the number of unused sick days provided the employee gives six (6) months written notice of his retirement to the Borough Administrator during the calendar year prior to retirement. In the event of any employee's death all sick days, vacation days and personal days, are to be paid to the beneficiaries at (100%) of that employee's daily rate.

Reimbursement for unused sick time at retirement shall be capped at \$7500. Those employees with accrued and unused sick days that total more than \$7500 as of June 5, 2012 will be grandfathered and will be entitled to reimbursement up to the amount of the total unused and accrued sick leave they have as of June 5, 2012.

- G. Employees shall not be compensated for sick days unless he/she has notified the police dispatcher of his/her absence at least thirty minutes prior to the time of commencement of his/her shift (crossing guards must notify an hour prior).
- H. No employee shall carry over more than ten (10) days vacation into the next year unless requested in writing and approved by the Borough Administrator.
- I. Maternity Clause: The Borough will follow the Federal Family Leave Act in regard to maternity leave regardless of this number of Borough Employees.
- J. Full-time employees, after their first year of employment, will be permitted to cash out five (5) sick days at the end of the year. Payment for such leave will be made in January of the following year.
- K. The Borough will implement a donated sick leave program consistent with Department of Personnel Rules and Regulations with the understanding that such program must first be approved by the Commissioner of the Department of Personnel. Upon approval of the donated leave program a written description will be attached to this agreement.

HOURS AND OVERTIME
ARTICLE XI

- A. Work week shall be eight (8) hours per day, forty (40) hours per week, except Department of Public Works Employees shall have their work schedule arranged as to have adequate employee coverage at all times.
- B. Unit members who are required to work overtime shall be approved by the Business Administrator or his designated agent, will be compensated for such overtime work at the rate of 1 ½ times the normal hourly rate of pay of said employee.
- C. Overtime is herewith defined as all the hours worked by an employee of the unit in excess of eight (8) hours *or* forty (40) hours in any one week, or when said employee of the Unit is recalled to work after duty, with a minimum of two (2) hours pay.
- D. Compensation for overtime shall be paid to any employee on the next date on which a regular payroll can be made by the proper authority.
- E. There shall be a fifteen (15) minute coffee break for all employees in the morning, and there shall be a fifteen (15) minute coffee break for all employees in the afternoon.
- F. Where requirements call for round-the clock operation, shifts shall be scheduled on a rotating basis. Off duty weekends are to be included in this shift rotation.
- G. Court appearances by Blue Collar Workers on behalf of the Borough, while off duty, shall be paid through compensatory time.
- H. Overtime shall be scheduled and distributed by seniority on a rotating basis. An overtime list, with the most senior employee listed at the top and the least senior employee listed at the bottom, will be maintained by each department of work unit. After working an overtime assignment, the employee's name will drop to the bottom of the list. Overtime shall be distributed equitably. An employee may not work more than eight (8) hours of overtime in a twenty-four (24) hour period, unless an emergency arises. Said continued overtime must be approved by the Borough Administrator.
- I. Seniority shall prevail as to days off and vacation. Seniority shall also prevail in instances of layoff.
- J. The work week for full-time Communications Operators will provide for a half hour lunch.
- K. The work schedule for Communications Operators will provide for a half hour lunch. Due to the special nature of their work, Communications Operators may opt to take their lunch break at their desk. However, Dispatchers will not required to work their lunch break, except in an emergency.

- L. Job openings shall be posted on the borough bulletin board so that any employee may bid on any job opening. The Borough will give consideration to those with seniority, pending a Civil Service test. If a full-time Dispatcher position becomes vacant, and there is no Civil Service list, the position for full-time replacement Dispatcher will be posted in the police department. Any existing part-time Dispatchers will be given priority consideration for the filing of such a vacancy.

- M. The workweek for each employee, excluding Department of Public Works employees and Dispatchers, is computed as beginning for that employee on the first calendar day of the week that employee is scheduled to work.

- N. The Borough shall be entitled to re-designate job position if and when the Borough implements Ordinance 2-32, and its amendments, which have already been adopted, regarding the Department of Public Works. This shall be subject to Civil Service approval.

- O. It is understood and agreed that the Director of the Department of Public Works shall not be a member of the Union.

HEALTH BENEFITS

ARTICLE XII

- A. The Borough shall provide health insurance through the Direct Access Plan offered by Horizon Blue Cross/Blue Shield of New Jersey. The prescription plan, dental plan and vision plan currently provided to members of the bargaining unit will remain in place for the term of the new agreement. The Borough will continue to offer life insurance in the amount of \$50,000. A summary of the plan highlights will be attached to the parties' agreement as Exhibit A.

The Borough reserves the right to change insurance carriers, or to self insure any of all portions of the insurance benefits so long as the same or substantially similar benefits are provided. The Borough agrees to notify the union of its intent to change carriers or self insure at least thirty (30) days prior to the anticipated date of implementation, and agrees to schedule a meeting with the Union to discuss the proposed change as soon as mutually possible.

Effective January 1, 2012, all bargaining unit employees who receive health benefits will contribute in the amount established by law (PL 2011, c78)

- 1) Part-time employees: Any employee who is hired after April 3, 2002 must work 25 hours a week to be covered under health benefits negotiated by the parties of the agreement. Increased medical insurance

premium transferred from auto insurance, to be paid by employee. Part-time employees who are currently receiving single coverage health benefits shall continue to receive the same.

- 2) Any applicant for a job shall be covered for health benefits on the first the month following the completion of six months.
 - 3) An employee covered under the health benefits who resign or who is discharged shall be covered by the Borough until the end of the month in which he/she resigns or is discharged.
 - 4) Employees on leave of absence from the Borough shall be covered for the balance of the month in which they take the leave of absence and an additional one (1) month. In no event shall such employee be covered for more than sixty (60) days. Upon return they shall be covered on the first of the month following their return to work.
 - 5) All employees covered under the health benefits who are not working because of a compensable illness or injury shall be covered for the period of their compensable illness or injury for no more than one year or the insurance of the final award of the workmen's compensation board, whichever occurs first. On return to work, such employees shall be covered on the first of the month following their return to work.
- B. The Employer is to provide Temporary Disability Insurance through New Jersey's Temporary Disability Insurance Program.
- C. Any union Member who retires with at least twenty-five (25) years of service shall be entitled to post-retirement medical benefits. Such benefits shall also be for the employee's spouse and dependent children, providing all of the following conditions are met:
- 1) Employee-retiree worked for the Borough of Highlands for twenty-five (25) years.
 - 2) The retiree's spouse has been married to be retiree for at least four (4) full years prior to the date of the retiree's retirement.
 - 3) Coverage for the retiree's spouse will terminate upon death of the retiree.
 - 4) Coverage for the retiree's spouse shall terminate on divorce of the retiree and his/her spouse.

These provisions shall not apply to current retirees whose spouse is currently receiving medical insurance coverage from the Borough as a result of their spouse having retired.

PPREVIOUS FRINGE BENEFITS

ARTICLE XIII

It is agreed that any benefits presently received by the employees of the Units and not included in the Agreement shall continue.

SCHOOLING

ARTICLE XIV

- A. Any full time employee as long as the course is approved by the Borough Administrator shall be reimbursed tuition for courses of study related to their job in which they attain a grade of "c" or equivalent to a maximum of five (5) credits and one hundred dollars (\$100.00) per credit per semester. Payment shall be made within forty-five (45) days of presenting a voucher with copy of the school certificate attached.

Crossing Guards will receive training in accordance with State requirements. This training will consist of a minimum of two (2) hours of classroom instruction and twenty (20) hours of field work.

BEREAVEMENT LEAVE

ARTICLE XV

In case of the immediate family, as hereinafter defined, an employee shall be granted five (5) days off, which days shall be the funeral and two (2) days between date of death and date of funeral and two (2) days after the funeral with pay.

Immediate family members hereby defined to include the spouse, child, stepchild, sister, brother, mother, mother-in-law, stepmother, father, father-in-law, stepfather, grandparents or grandchild of employee.

One day of paid leave shall be granted on the day of the funeral of a brother-in-law, sister-in-law, aunt or uncle.

WORKING CLOTHERS

ARTICLE XVI

The Borough shall furnish work clothing and equipment according to the following schedule.

- 1) For all full-time employees in the Department of Public Works covered by this agreement, work clothing shall be provided:

Initial Year of Employment: Five (5) shirts, five (5) trousers and two (2) pair work shoes.

Annually: Five (5) shirts, five (5) trousers and two (2) pairs of work shoes.

Gloves: Sanitation Department employees shall receive two (2) pairs of winter gloves and two (2) pair of summer gloves at the beginning of the year.

Those workers may then trade in worn out gloves for replacements, to a maximum of twenty-four (24) pairs of gloves per year. The employees of the Department of Public Works shall receive six (6) pairs of gloves per year three (3) in the summer and three (3) in the winter.

Full-time employees shall receive, in addition to articles of clothing, the sum of \$652.00 for each year of the contract. In addition, thereto, all members of the Department of Public Works shall receive a set of rain gear in needed, and once supplied, no additional set of rain gear shall be supplied to any member for the next three years, except in the instance of disaster. Those members who "need" a new set of rain gear shall turn in the old set as proof of the need for a new set.

- 2) The allowance for uniform requirements for Full-time Dispatchers and Crossing Guards & shall be \$475.00. Part-time dispatchers shall receive one-half (1/2) of the uniform allowance. Fill-in Dispatchers shall receive no uniform allowance.
- 3) Required uniforms must be worn at all times while employee is on duty. Failure to wear supplied uniforms will result in disciplinary action. Failure to wear supplied safety equipment is cause for suspension.
- 4) Uniform allowance payments shall be made by the Borough within thirty (30) days of the final signing of this contract and shall be made by August 15th of each subsequent year.

- 5) Clerical employees will receive a \$350 clothing stipend in accordance with paragraph (4) above.
- 6) DPW members shall designate a shop steward representative to help with ordering of the work clothes with the Administrator and Shop Steward agreeing upon the quality. The final say in regards to the work clothes shall be reserved to the Administrator.

JURY AND MILITARY RESERVE DUTY

ARTICLE XVII

Employees shall receive full salary while serving on Jury Duty in exchange for assignment to the Borough of their Jury Duty compensation.

If an employee is on military reserve duty, the employee shall turn in his/her military service check, in return for which the employee shall receive full salary. If however, the employee opts in writing not to be paid by the Borough, but to retain his/her reserve duty check the employee may do so.

NO STRIKE, ETC.

ARTICLE XVIII

Neither the CWA Local 1032 nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other international interruption of the operation of the Borough of Highlands, regardless of the reason for so doing. Any or all employees who shall violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer pursuant to the Rules and Regulations of the Civil Service Commission and any State Statute applicable thereto.

SEVERABILITY AND SAVINGS

ARTICLE XIX

If any provision of this Agreement is subsequently declared by the proper Legislative or Judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes and Borough of Highland's policies, all other provisions of the Agreement, providing that all sections, paragraphs, subdivisions, clauses or provisions of this Agreement which are inconsistent with the provisions of Title 4, entitles "Civil Service of New Jersey Administrative Code, Civil Service Rule", of Title 11, entitles "Civil Service", of the revised Statutes of New Jersey are to the extent of such inconsistency be declared of no force and effect.

CONTRACTUAL NEGOTIATIONS

ARTICLE XX

It is mutually agreed upon by the parties hereto that contractual negotiations for the period beginning January 1, 2012 shall commence on or before April 1, 2014.

AGENCY SHOP BILL

ARTICLE XXI

Every employee covered by the Agreement, who does not belong to CWA Local 1032, shall be required to pay 85% of the dues assessed to each Union member as prescribed in the Agency Shop Bill A688.

INFORMATION TO THE UNION

ARTICLE XXII

The Employer agrees to supply to the Union upon reasonable request the names, address of newly hired employees.

UNION TIME OFF

ARTICLE XXIII

The Employer agrees to give up to three (3) Stewards, up to two (2) days off with pay per year to attend Union conferences and workshops. The Union shall give at least one (1) weeks notice of such meetings.

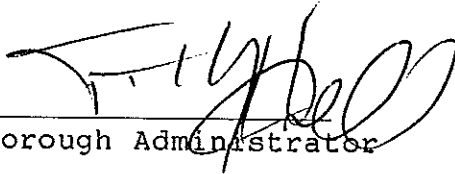
EMPLOYEES RETURNED TO WORK


An employee who is recalled from a layoff shall not be considered a "new hire" subject to any terms imposed on new hires in this agreement.

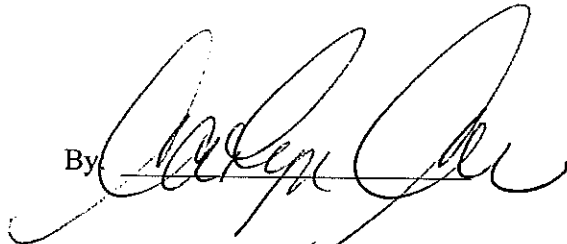
In WITNESS WHEREOF the parties have set their hands and seals at the Borough of Highlands, County of Monmouth, State of New Jersey on this 26 day of Borough of Highlands.

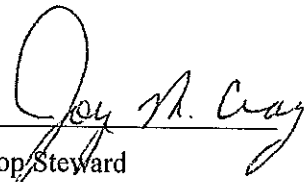
July in the

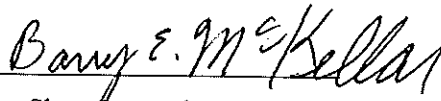
CWA Local 1032

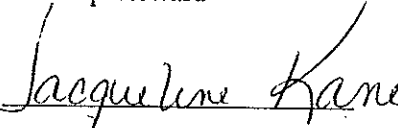
By: 
Borough Administrator

By: 
Senior Staff Representative

By: 
Borough Clerk

By: 
Shop Steward

By: 
Shop Steward

By: 
Shop Steward