

THE COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

BOROUGH OF ISLAND HEIGHTS, NEW JERSEY

AND THE

COMMUNICATION WORKERS OF AMERICA

LOCAL 1088

JANUARY 1, 2017

THROUGH

DECEMBER 31, 2019

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PREAMBLE

THIS AGREEMENT is hereby made by and between the Borough of Island Heights, a municipality in the County of Ocean, State of New Jersey, which hereinafter will be referred to as the "Borough" or the "Employer", and the Communication Workers of America, Local 1088, which hereinafter will be referred to as the "Union" or the "Employees", and represents the complete and final understanding by the parties on all negotiable issues. This agreement for the establishment of salaries, benefits and enumeration of terms and conditions of employment shall be effective January 1 , 2017 through December 31, 2019. All changes in this contract, wages, benefits, etc, shall be retroactive, unless noted otherwise herein, to January 1, 2017.

PURPOSE OF CONTRACT

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and the Union in order to establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment consistent with the law.

NOW, THEREFORE, in consideration of those premises and mutual covenants herein contained, the parties do agree with each other with respect to the Union recognized as being represented by the Communication Workers of America as follows:

ARTICLE I-RECOGNITION

The Employer recognizes the Communication Workers of America as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment, for the full time titles of Public Works Laborer, Public Works Mechanic-Laborer and Public Works Foreman.

ARTICLE II-MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, and any other subsequent modifications enacted or determined by a judicial or administrative body during the term of this Agreement, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough Government (i.e. The Borough of Island Heights) and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible.
2. To hire all Employees, to determine their qualifications and conditions for continued employment or assignment, to promote, transfer, assign or retain employees in positions, within the Borough, and in that regard to establish reasonable work rules. Such rules will be equitably applied and enforced,
3. To lay off Employees, in accordance with Article XIV of this Contract; in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive.
4. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, 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 conformance with the Constitutional Laws of the State of New Jersey and of the United States.

5. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities, and authority, under 40 and 40A, or any other national, state, county or local laws or ordinance, as amended.
6. To suspend, demote, discharge or take other disciplinary actions for just cause according to the law.

ARTICLE III-NONDISCRIMINATION

A, There shall be no discrimination, interference or coercion by the Employer or any of its agents, or Municipal Employees or any of its agents, against Employees covered by this Agreement because of membership or non-membership or activity or inactivity in the Union.

B. Neither the Employer nor the Union shall discriminate against any Employee because of race, creed, color, age, marital status, religion, national origin or political affiliation.

ARTICLE IV-HOURS OF WORK AND OVERTIME

SECTION I-HOURS OF WORK: The normal work hours for the Employees covered by this Agreement shall be 8:00 AM until 4:00 PM, Monday through Friday. From Memorial Day to Labor Day the hours for employees shall be 7:00 am until 3:00 pm. Any change in this provision will only be by mutual consent by the Union and the Borough.

SECTION II-Overtime: All represented employees shall be entitled to overtime pay once they reach forty hours in pay status in any given week. Employees shall be entitled to overtime pay in the amount of time and one half pay. The minimum overtime period shall be four (4) hours for sewer and two (2) hours for all other causes.

A "First Call Back List" for designation and usage of overtime shall be used. This rotating list shall consist of the union employees and shall be ordered alphabetically. The Borough designee shall have the sole discretion to call the next employee on the list, starting with the first name and working his/her way through the list each time an Overtime situation arises and an employee must be called in to work, The Borough designee shall also have the sole discretion to call any union employee out of the list order, so long as the Overtime situation requires a certain skill requirement, license, degree, training, etc.

All overtime work must be authorized and approved by each department head or supervisor or Borough Designee for their respective personnel, Non-emergency scheduled overtime must be authorized in writing by the Employee's supervisor or Borough Designee. The department head or supervisor or Borough Designee shall determine whether the need for overtime is an emergency or a non-emergency.

The Borough Designee shall designate an alternate representative in writing to authorize overtime for their personnel in the event the supervisor is absent or on leave for an extended period of time along with the Borough Designee. In the event of an emergency, when the authorized individuals are not available to approve overtime, the Employee second in command and the Borough Designee must authorize the work in writing and must copy the appropriate department head.

ARTICLE V-WAGES

SECTION I-WAGES:

The annual raises and rate of pay for each position covered by this Agreement are as follows:

- A. Effective January 1, 2017 employees covered under this bargaining agreement shall receive 2.5% increases to their base salaries.
- B. Effective January 1, 2018 employees covered under this bargaining agreement shall receive 2.5% increases to their base salaries.
- C. Effective January 1, 2019 employees covered under this bargaining agreement shall receive 2.5% increases to their base salaries.
- D. All Unit Employees shall receive annual wage increase beginning on the first of each year as stated above; and all increases are retroactive to the dates referenced above.
- E. Additional Compensation: Stipends will be paid on an individual basis. The Borough Agrees to pay an annual stipend of \$2000.00 for any employee with T 1, W1 , and C1 Licenses for each license held. Employees with T2, W2 and/or C2 Licenses will receive an annual stipend of \$4,000 each year. When an employee advances to a level 2 License or enters the employ of the Borough the level 2 license the stipend is issued for each title; not in addition to level 1 . (For example an employee with a T2, W2 and C1 license would receive \$10,000 in stipends each year; an employee with a T2, W2, and C2 would receive \$12,000 each year.)
- F. Mileage: IRS rate, if automobile is used for authorized Borough business,
- G. The Borough agrees to pay Employees an education incentive as a one-time step to be added to the base salary as follows:

Associate's Degree/Instructor (Designated by the Borough)	\$1,250.00
Bachelor's Degree	\$2,250.00
Master's Degree	\$3,000.00

All Overtime and Mileage reimbursement for attending courses shall be paid by the Borough if required by their position. All licenses required to be negotiated at that time. All stipends for Education and licenses will be added to base salary but will not be considered in any future percentage increases to salary.

Section II- Cell Phone Usage

The Borough shall pay the Foreman/Water Plant Operator in the amount of \$50 per month for cell phone usage, retroactive to January 1, 2018. The Borough shall pay laborers in the amount of \$25 per month for cell phone usage, effective the date the contract is executed. Said payments are compensation for usage of personal cell phones during and after regularly scheduled work hours.

ARTICLE VI-VACATIONS

Each Employee shall be entitled to annual vacations computed from anniversary date of employment as follows:

One (1) year but less than five (5) years: Ten (10) Days

Five (5) years but less than ten (10) years: Fifteen (15) Days

Ten (10) years but less than fifteen (15) years: Twenty (20) Days

Fifteen (15) years but less than twenty-five (25) years: Twenty-five (25) Days.

Vacation time requests must be submitted, in writing, to the Employee's supervisor in time to prepare and approve each departmental vacation schedule by May 1st of each year. Adjustments in the approved vacation schedule will be approved by the Employee's supervisor for valid reasons and if possible. Employees are permitted to carry over a maximum of five (5) vacation days to the next calendar year, if not taken.

Vacation days must be used within the respective year with the exception of five (5) days, which may be carried into the next year. Under unusual circumstances an employee may be permitted to carry more than five (5) days into the next year as approved by the mayor and council.

Vacation, Personal, and Sick days shall be prorated for the employees for the year in which employment commences, as well as for the year in which employment ends.

ARTICLE VII-HOLIDAYS

The following holidays shall be recognized as holidays:

New Year's Day	Labor Day
Columbus Day	
Lincoln's Birthday	Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday following Thanksgiving Day
Independence Day	Christmas Day

SECTION 1: The Employees covered by this agreement shall receive three (3) personal days per year, which will not accumulate from year to year. Employees may request Personal time in hourly or greater increments, Personal days will be prorated in an employee's first year of service

according to time earned. All requests for Personal days shall be submitted to the employee's Supervisor for approval before leave commences

SECTION II: All holidays, sick days, vacation days and personal days shall be given to the Employee at his or her acquiring rate on the first day of January of each year, and are to be deducted from the total, as the days are taken. The applicable Employee's supervisor must authorize and the payroll clerk shall monitor the use of such days, and the Employees must give in writing at least two (2) weeks prior notice for vacation or personal days, unless there is an emergent situation. Another exception to providing notice is for sick days, which are to be used exclusively for sick time. If an Employee fails to obtain their supervisor's approval prior to taking vacation or personal leave, or fails to call, or does not report for duty, their supervisor reserves the right to dock the Employee's pay for the period of absence. Repeated violations of this provision may be grounds for dismissal.

ARTICLE VIII- SICK LEAVE

A. All Employees shall be granted sick leave, with pay, to be credited at the beginning of the month, of one (1) working day for every month of service during the first year of employment, and fifteen (15) working days per year thereafter. The amount of such leave unused shall accumulate from year to year, to a maximum of sixty (60) days, and such Employee shall be entitled to such accumulated sick leave if and when needed, provided that upon retirement or termination of employment of such Employee, any sick leave so accumulated shall not be cancelled, and such Employee shall be entitled to be paid for the accumulated and unused sick days. Such sick leave shall not exceed sixty (60) days and shall be paid within thirty (30) days of termination of employment. Any Employee who has accumulated the maximum sixty (60) days

of unused sick days may use the yearly allotment of fifteen (15) sick days before impairing the sixty (60) days accumulation.

B.If in any given year an employee would have accumulated more than sixty (60) days sick time the employer (Township) shall pay the Employee fifty percent (50%) of the days that would have been lost over the maximum sixty (60) permitted to be accumulated and carried over. (For example: an Employee has a maximum of sixty days accumulated and only uses five out of fifteen in a given year; there would be ten days not allowed to be added to sixty max and therefore lost by the employee. This would pay the employee 50% of the ten days lost; five days or ten days/50%). Any fifty percent payment of unused days above the sixty (60) accumulated permitted shall be paid in the first full pay of the New Year.

c. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease, and may include absence due to illness in the immediate family of the Employee or necessary attendance upon a member of the immediate family who is ill.

D. An Employee absent on sick leave for more than three (3) consecutive days shall submit medical evidence substantiating the illness, or if their supervisor has reasonable grounds to suspect the misuse of sick leave.

E. Upon the death of any Employee covered under this Agreement, such accumulated sick leave will be paid to his or her beneficiary.

F.The provisions of Paragraphs B, C, D and E above, shall apply to all Employees covered by this Agreement. The provisions of Paragraph "A", pertaining to accumulated time, shall be prospective only. Any employee covered by this agreement who has accumulated in excess of

sixty (60) days shall nonetheless retain them with a corresponding adjustment of the maximum accumulation figures in Paragraph "A".

G. All Employees, when taking sick days must fill out a sick leave sheet upon their return to work

H. Unused sick days shall accumulate from year to year.

ARTICLE IX-DEATH IN THE FAMILY

Bereavement leave with pay shall be granted for not more than five (5) days to any Employee who suffers the loss of a parent, spouse, child, brother, or sister. Special provisions for bereavement leave for special circumstances may be approved at the discretion of the department head or their supervisor.

ARTICLE X-HEALTH INSURANCE

SECTION I: The Employer shall provide all Employees covered by this Agreement and their families an insurance plan in accordance with "The State Health Benefits Program" (SHBP) as administered by the Division of Pensions, Department of Treasury, State of New Jersey. Any changes in insurance plans must provide coverage that is equal to or better than the State Health Benefits Program. Either such plan shall include Blue Cross and Blue Shield of New Jersey or the equivalent thereof, and Major Medical or the equivalent thereof to the Employee and his or her family.

In the event that an Employee elects not to participate in the insurance plan, he or she will if eligible under the State Health Benefits Program Rules and Regulations receive an amount in accordance with those regulations to be disbursed on a monthly basis the first payday of every month. This payment is in lieu of being provided health benefits under this section. The term "health benefit year" as used herein is defined to be the twelve (12) month period of time

between July 1st and June 30th. An employee opting out of health insurance coverage must provide proof of other coverage prior to being permitted to opt out of the medical program, and may be reinstated in the program at any time during the "health benefit year".

Borough Employees covered by this Agreement shall receive paid health and hospitalization with prescription drug coverage who are approved State retirement and had a minimum of twenty (20) years credited with the State/Township on the effective date of the Pension & Health Benefits Law signed June 28, 2011 & subsequently retire with twenty-five years of service. These employees are exempt from the new premium-sharing requirement. Current retirees are not affected. All other employees not retired or with 20 years of service by the June 28, 2011 signing of the Pension and Health Benefits law are subject to the retirement ages and years of service as set forth in that law. Borough Employees covered in this agreement and eligible dependents shall be covered through the State Health Benefits Program or other Borough medical program (As Stipulated by the law P.L. 2011 Chapter 78). Current Borough employees may utilize full-time employment with other municipalities and counties within the State of New Jersey toward the employment requirement.

Employees will pay a contribution toward Health benefit costs, based on the percentage of the premium. The rate will depend on each employee's base salary and coverage tier (single, member with child or spouse, and family) as established by the Pension and Benefits Law signed June 28, 2011. Employees who are already on the payroll when the new premium sharing begins will gradually increase their contribution rates over the four year period as established in the law. Employees who did not obtain twenty (20) years of service by June 28, 2011 may retiree with the age and time as set forth by the law and shall be eligible to maintain their Health Insurance coverage at the level of premium sharing requirements at the time of the employee's retirement.

SECTION II: The Borough shall provide all Employees and his or her family with an Optical Insurance Plan. The Borough will reimburse an employee the cost of eye wear for that employee and his or her dependents up to a total maximum of \$350.00 per year. The reimbursement shall be paid to the employee upon the submission of a receipt for an eye exam, eye glass purchase, or purchase of contact lenses.

SECTION III: The Employer shall maintain in full force and effect worker's compensation insurance for all Employees.

SECTION IV: While on the performance of his or her duties as an Employee, if such Employee becomes injured, ill or disabled as a direct and proximate result of the performance of his or her job duties, and becomes therefore eligible for worker's compensation benefits, that Employee shall be granted up to ninety (90) days leave with pay provided the Borough of Island Heights physician shall certify that such injury, illness or disability is a direct and proximate result of the performance of such Employee's duties. Such leave with pay shall also be granted only for that period of time that the physician shall certify because of such injury, illness or disability, that the Employee is unable to perform his or her duties. Any Employee who receives benefits under this Section shall be required to reimburse to the Mayor and Council of the Borough any worker's compensation payment for temporary disability received by this Employee during the period of receiving full pay from the Borough. Employees covered under the terms of this Agreement may receive pay for more than ninety (90) days if such additional pay is reviewed and approved by the Mayor and Council, upon the physician's review and recommendation as a result of the nature of the injury or illness, & the anticipated return to work date of the Employee involved.

ARTICLE XI-DUES DEDUCTION & UNION RIGHTS

- A The Borough agrees to deduct, from the salaries of its Employees subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123 of Public Laws, 1974, N.J.S.A. (Res.) 52:14-15.9 (c) as amended.
- B. No deduction will be made for any month in which there is insufficient pay available to cover the same after all deductions, by law, have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Borough, through error or oversight, failed to make the deduction in any monthly period.
- c. Due shall be calculated at the rate of 1.15 % of gross pay for each Employee. Deduction of Union dues and representation fee, made pursuant hereto, shall be made by check by the Borough to the Union, C/O Secretary-Treasurer, Communication Workers of America, AFL-CIO, 501 Third Street N.W., Washington, DC, 20001-2797 by the tenth (10th) day of the month following the calendar month in which such deductions are made. A copy of such list shall be delivered the Local 1088 President.
- D.A new dues deduction authorization card will automatically cancel any prior authorization card filed with the Borough.
- E. The Union shall indemnify and save the Borough harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting same to the Union, pursuant to this Article.

- F. The union agrees that shall be no discrimination, intimidation, restraint, coercion, harassment, or pressure by it or its officers, agents, or members against any employee who refuses or fails to execute an authorization card.
- G. Any authorization may be withdrawn by January 1st or July 1st of each calendar year by filing a notice of such withdrawal with the Municipal Clerk for the Borough.
- H. Agency Shop — It is understood that non-union Employees will have 85% of said dues automatically deducted from their pay.
1. Union officers and stewards shall be granted a cumulative total of Ten (10) days, five (5) days paid days and five (5) unpaid days per calendar year, for attendance at training sessions, union conventions and other Union related functions. The Union shall make every effort to give the Employer at least five (5) days prior notice of the employee's release for Union activities, if manpower is not affected, and with the approval of the borough administrator or mayor.
- J. The hours of Union Time, both paid and unpaid will be counted towards the annual 1250 compensatory hours under both NJ and Federal FMLA. Also, if a Union Representative is getting any unpaid Union time it does not put them in unpaid leave status by the Employer if taken prior to the day or after the day of the holiday, thus disqualifying them from the paid holiday.

ARTICLE XII GRIEVANCES

A. DEFINITIONS

1. Grievance: A grievance is a claim by the Union based upon the interpretation, application or violation of this agreement, policies, administrative decisions and practices or the law effecting an Employee or group of Employees.
2. Aggrieved Person: An aggrieved person is an Employee or group of Employees making the claim.
3. Party in Interest: A party in interest is the person or persons making the claim and any person, including the Union or the Borough, who might be required to take, or action against whom action might be taken in order to resolve the claim.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting the Employees. Both parties agree that these procedures will be kept as information and confidential as may be appropriate at any level or the procedure.

c. PROCEDURE

1. Time Limit: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement.
2. Level One - Immediate Supervisor: The Union with a grievance shall first notify, and discuss the grievance with the immediate supervisor of the Aggrieved Person, with the objective

of resolving the matter informally, If the matter cannot be resolved informally, the Union shall have fifteen (15) working days in order to file a grievance in writing with the immediate supervisor. The Borough shall have fifteen (15) working days from the time they receive the grievance to respond to the Union in writing.

3. Level Two- Departmental Head: If the Aggrieved Party is not satisfied with the disposition of their grievance at Level One, the Aggrieved Party may file a grievance with their Department Head. As with Level One, there should be an attempt by the Union and the Borough to resolve the matter informally before a Level Two grievance is filed. If the matter cannot be resolved informally, the Union shall have fifteen (15) working days in order to file the Level Two grievance in writing with the Department Head. Within ten (10) working days from the time the grievance is filed, it will be presented to a commission made-up of members of the Council and/or Mayor in order that an informal hearing may take place and a decision rendered upon the matter. At the informal hearing, the Aggrieved Party may have Union representation to present their case. The commission shall render a decision in writing on the Level Two grievance within ten (10) working days from the time of the hearing.

4. Level Three — Arbitration:

(a) If the Aggrieved Party is not satisfied with the disposition of their grievance at Level Two, the Union may file for arbitration with the New Jersey Employment Relations Commission (PERC).

(b) Within ten (10) working days after the Union files for arbitration with PERC, the Union and the Borough shall agree upon a mutually acceptable arbitrator and shall obtain a commitment

from said arbitrator to serve. The arbitrator will be chosen from a list of PERC arbitrators. The parties shall be bound by the rules and procedures of PERC in this process.

(c) The arbitrator's decision shall be in writing and shall be submitted to the Union and the Borough and shall be final and binding on both parties.

(d) The cost of the services of the arbitrator, including per diem expenses and the cost of the hearing room shall be borne equally by the Union and the Borough, Either party incurring any other expenses shall pay all their own expenses incurred during the arbitration process.

D. RIGHTS OF EMPLOYEES

A Union representative may represent any Aggrieved Person at any or all stages of the grievance procedure. The employees may appoint one (1) Union representative to represent their members concerning any employment matters.

E.REPRISALS

No reprisals of any kind shall be taken by the Borough or any member of the Borough against any party of interest, any Union representative, any Union member, or any participant in the grievance procedure by reason of such participation, as outlined in the New Jersey Employer-Employee Relations Act.

F.GROUP GRIEVANCE

If, in the judgment of the Union, a grievance affects a group or class of Employees, the Union may submit such grievance in writing to the Borough directly and the processing of such

grievance shall be commended at Level Two. The Union may process such a grievance through all levels of the grievance procedure even though the Aggrieved Person does not wish to do so.

ARTICLE XIII-CLOTHING ALLOWANCE

SECTION I: The Employer shall provide each member of the Union members covered by this Agreement with a summer and winter uniform of standard color and design to be selected by the Borough Council, in accordance with the following:

- A. The Borough will supply each member of the bargaining unit who is required by the Borough to wear a uniform with ten (10) shirts during the course of the year. Five (5) of these shirts will be distributed in January of each year, and the additional five (5) shirts will be distributed in July of each year.
- B. The Borough will also supply each member of the bargaining unit who is required by the Borough to wear a uniform with one (1) jacket for the term of the employee's employment with the Borough of Island Heights. There shall be only one (1) jacket issued to each employee required to wear a uniform during the term of his or her employment unless a replacement is requested by the Employee and said request is approved by the Borough. The Jacket in this paragraph shall not be due again until the year 2016.

SECTION II: Each Employee required to wear a uniform by the Borough shall receive a total uniform allowance of \$1,000.00 per year for each year of this collective bargaining agreement. The Employee will use the uniform allowance for the purchase and/or replacement and cleaning of all other required and necessary uniform materials, including Borough required pants, safety shoes/boots, and/or windbreakers.

ARTICLE XIV-LAYOFFS

In the event the Borough deems it necessary to institute a layoff action for economic, efficiency or any other reason, such layoff action will be based on seniority of the affected Employees; with the only exception being preference to individuals with required licenses and certifications. Seniority for the purpose of this Article is defined as continuous, unbroken service with the Borough of Island Heights,

ARTICLE XV-COPIES OF THIS AGREEMENT

The Borough agrees to provide the members of the Union adequate copies of this Agreement.

ARTICLE XVI-SAVINGS CLAUSE

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

ARTICLE XVII COMMERCIAL DRIVERS LICENSE (CDL)

A. Each employee of the bargaining unit who is assigned to the Public Works Department who holds when hired or receives a Commercial Driver's License (CDL) while employed by the Borough, and is required by the Borough of Island Heights to use said CDL for performing the responsibilities of his or her job (which shall be determined on an individual basis) will receive \$1000.00 per year broken down and paid in each pay throughout the year. If a new Employee is hired or existing Employee receives a CDL after the first of the year the \$ 1,000 shall be prorated from the date verified and paid throughout the remaining pay periods for the year.

B. Should the employee's CDL be revoked, suspended, or the employee otherwise loses his or her CDL or the right to drive under same, the employee shall no longer receive the CDL stipend in each of the remaining pays. In the case where the CDL is suspended, if the CDL is reinstated, the Employee shall receive the balance of the prorated portion of the \$1000.00 based on the date written verification is provided to the Employee's Supervisor, if not received already for that year.

c. The employee, not the Borough, will be solely responsible for maintaining his or her CDL. Therefore, the employees are not required to have a CDL as the township does not reimburse employees for acquisition or renewal of the CDL.

ARTICLE XVIII-ANNUAL REVIEW

The parties acknowledge and agree that there shall be in place an annual Employee performance review, which shall occur on or around the employee's anniversary date of employment with the Borough. This review shall be performed by the Council liaison, and/or his or her designee, and shall include, but is not limited to such criteria as: quality of work, attendance record, disciplinary charges, skill utilized by the job/position, dealings with the public, input from the employee's supervisor, complaints, if any, regarding the employee; and such other criteria or factors as the Borough believes is appropriate. The Borough shall prepare an annual review report plan, and shall forward it to the members of the bargaining unit so that all employees will know the criteria or factors used, as the Borough believes appropriate.

ARTICLE XIX-TERM OF CONTRACT

SECTION I: The term of this agreement shall be from January 1, 2017 through December 31, 2019 notwithstanding the time frame set forth in Section II below. In the event a new contract is not entered into prior to the expiration date of this contract, all clauses of Article and Sections will remain in full effect, until a new contract is entered into.

SECTION II: In the absence of written notice given at least ninety (90) days prior to the expiration of this contract, negotiations shall begin on a new contract. The Mayor shall appoint a Negotiating Committee and the Union shall appoint representatives to negotiate as well. This Agreement shall serve as a base for a new contract. The Mayor, the Council, and the Union Membership must ratify all Agreements. All Agreements must be ratified by the members of the Union prior to ratification by the Mayor and Council.


COMPLETENESS OF AGREEMENT

This Agreement represents and incorporates the complete and final understanding by the parties on 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 the 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 of the parties at the time they negotiated or signed this Agreement.


IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their hands and seal this _____ day of _____ 20 _____.

ATTEST:

BOROUGH OF ISLAND HEIGHTS

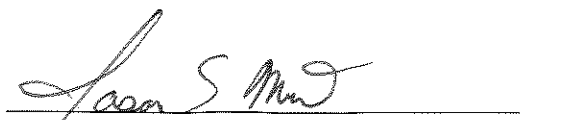


ISLAND HEIGHTS BOROUGH CLERK



MAYOR

COMMUNICATION WORKERS OF AMERICA:



ISLAND HEIGHTS CHAPTER MEMBER



LOCAL PRESIDENT 9/13/10

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