

AGREEMENT  
BETWEEN  
THE BOROUGH OF WOODLYNNE  
AND  
THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO  
CLERICAL EMPLOYEES, BLUE COLLAR EMPLOYEES AND SCHOOL  
CROSSING GUARDS  
JANUARY 1, 2013 THROUGH DECEMBER 31, 2016

## INDEX

ARTICLE	TITLE	PAGE
	PREAMBLE	4
1	RECOGNITION	5
2	GRIEVANCE PROCEDURE	6
3	RETIREMENT	8
4	HARASSMENT/EQUAL TREATMENT	9
5	SUBSTANCE ABUSE/DRUG AND ALCOHOL POLICY	10
6	HOLIDAYS	13
7	VACATION	14
8	PERSONAL DAYS/PERSONNEL FILE	15
9	MEDICAL BENEFITS	16
10	SICK LEAVE	17
11	LIFE INSURANCE	18
12	WORKER'S COMPENSATION/DISABILITY	19
13	EDUCATIONAL BENEFITS	20
14	BEREAVEMENT LEAVE	21
15	JURY DUTY	22
16	MILITARY LEAVE	23
17	PAY PERIOD/HOURS OF WORK/LUNCH/BREAKS	24
18	OVERTIME/COMPENSATORY TIME/ CALL IN/OUT PAY	25
19	COMMITTEES - SAFETY & LABOR MANAGEMENT	26
20	EMPLOYEE ASSISTANCE PROGRAM	27
21	PERSONAL LEAVES OF ABSENCE/FAMILY LEAVE	28
22	SALARY & WAGE COMPENSATION, STIPENDS REIMBURSEMENTS & LONGEVITY COMPENSATION	29 30
23	UNIFORMS AND EQUIPMENT	31

24	RIGHTS AND PRIVILEGES OF THE REPRESENTATIVE	32
25	MANAGEMENTS RIGHTS	33
26	UNION DUES AND AGENCY SHOP FEE	34
27	CIVIL SERVICE OPT OUT	35
28	DURATION AND EFFECT	36
29	SAVING CLAUSE	37
30	COMPLETE AGREEMENT	38
31	SIGNATURE SHEET	39

PREAMBLE

This Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Borough of Woodlynne, hereinafter referred to as the "Borough" and the Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union" CWA.

This Agreement is entered into in order to promote and insure harmonious relations, cooperation, and understanding between the Borough and its employees; to prescribe the rights and duties of the Borough and its employees; and to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interest of the people of the Borough of Woodlynne and its employees. It is the intent of the parties that this Agreement be construed in harmony with the laws of the State of New Jersey which govern public employment.

## ARTICLE I - RECOGNITION

It is the intention of the parties that this Agreement be construed in harmony with the rules and regulations of the Civil Service Commission, the New Jersey Public Employment Relations Act, as amended (N.J.S. 34:13A-1 et seq.), the statutes of the State of New Jersey and the resolutions or rules and regulations of the Borough of Woodlynne. Where any resolution or rule and regulation or part thereof of the Borough or its various departments is inconsistent with any term or condition of this Contract, the express terms and conditions of this Contract shall prevail and supersede said inconsistent resolution, rule, regulation or part thereof.

The Borough hereby recognizes the Union as the sole and exclusive representative of collective negotiations concerning salaries, wages, grievances and other terms and conditions of employment for all full-time and permanent part-time White Collar employees, Blue Collar employees and School Crossing Guards of the Borough of Woodlynne, specifically excluding all seasonal employees and all police and fire employees and confidential employees, and managerial executives within the meaning of the Public Employment Relations Act, as determined by the Borough. Permanent part-time employees are those regularly scheduled to work twenty (20) hours or more per week.

## ARTICLE II - GRIEVANCE PROCEDURE

**Definition:** The term "grievance" means a complaint by an employee that, as to him or her, there has been an inequitable, improper or unjust application, interpretation or violation of a policy or administrative decision, including discipline, affecting working conditions of an employee.

**Purpose:** The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to disputes affecting working conditions of the employee.

### Procedures:

a) An aggrieved employee shall institute action under the provision hereof within fifteen (15) calendar days of the occurrence complained of, or within fifteen (15) calendar days after he/she would reasonably be expected to know of its occurrence. No grievance shall be filed or recognized based on any occurrence which happened more than ninety (90) calendar days prior to the date of the filing. Failure to act within the said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

b) An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

c) In the presentation of a grievance, the employee shall have the right to present his own appeal or designate a representative to appear with him/her at any step in his/her appeal.

d) Whenever the employee appears with a representative, the Borough shall have the right to designate a representative to participate in any stage of the grievance procedure.

**STEP I:** An employee shall first discuss his/her grievance orally with the immediate supervisor. The supervisor shall endeavor to arrange a mutually satisfactory disposition of the grievance as soon as possible. If such a mutually satisfactory solution cannot be concluded within fifteen (15) calendar days of the time it was received, the supervisor shall inform the employee of his/her inability to do so. Step I continues up the supervisory chain-of-command to the Step just below elected heads of department.

**STEP II:** If the grievance is not resolved to the employee's satisfaction at Step I, the employee shall forward a written grievance to the head of the department. If that head of the department was the supervisor involved in the Step I grievance, proceed to Step III.

Upon receipt of the written grievance, the head of the department shall require statements from each supervisor who heard the oral Step I grievance. Such statements shall be prepared and delivered to the head of the department within fifteen (15) calendar days. The head of the department will attempt to find a mutually satisfactory solution to the grievance within fifteen (15) calendar days of its receipt. Failing a solution, the grievance, accompanied by a written report on the matter by the head of the department, must be forwarded immediately to the Mayor and Council by delivery to the Borough Administrator.

STEP III: The Mayor and Council will hold a hearing to consider and formally act on the complaint within thirty (30) calendar days of its receipt. Within fifteen (15) calendar days of the determination by the Mayor and Council, the Borough Administrator shall notify the employee and his/her representative, if any, in writing, of Council's decision. Upon receipt of an adverse determination from the Mayor and Council, the Union, shall have thirty (30) calendar days to appeal such determination to Arbitration pursuant to the rules of the Public Employee Relations Commission. The cost of Arbitration shall be borne equally between the Union and the Borough. The Arbitrator's decision shall be final and binding on both parties.

- a) All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their designated representative.
- b) Time frames may be extended by mutual agreement between the parties.

#### Discipline and Discharge:

Discipline and discharge shall only be for just cause. Discipline shall be progressive in nature and intent.

The degree of discipline administered by the Employer in a particular case must be reasonably related to the seriousness of the employee's proven offense and the record of the employee and his/her service with the employer.

No discipline which results in loss of pay shall be imposed prior to the employee having a hearing unless there is an imminent threat to health and safety, at which time a hearing shall be held immediately upon the serving of the Preliminary Notice of Discipline Action. If there is no imminent threat to health and safety then said hearing must take place within five (5) days from the date the employee receives the preliminary notice unless both parties agree to extend the five day period, however the meeting shall take place no later than 20 days from the date the employee received the preliminary notice of discipline action.

Disciplinary actions resulting in a suspension or fine more than five days at one time; or suspensions or fines more than three times or for an aggregate of more than fifteen days in one calendar year, and/or removal, resignation not in good standing, demotion or termination, shall be appealed to Civil Service within twenty (20) days of receipt of the Final Notice of Disciplinary Action. All other disciplines shall be processed through the steps of the grievance procedure.

Should an employee receive a suspension as a matter of disciplinary action, such days of suspension shall not coincide with a holiday.

### ARTICLE III - RETIREMENT

As a condition of employment, all full-time and permanent part-time employees are enrolled in the Public Employee's Retirement Systems of New Jersey (PERS)

Members of PERS contribute to the State at regulated rates. The Borough contributes to the system in amounts set by the State to keep them actuarially sound.

Details of the plan are available in the Borough Administrator's office.

All employees who retire shall receive the following:

Sick time - 50% of pay for each day remaining unused, earned and accumulated  
Or; 50% taken in days.

Vacation time - 100% of pay for each day remaining unused, earned and accumulated  
Or, taken in days at 100%.

All employees who are eligible to retire under PERS rules or after 25 years of service with the Borough shall have single employee coverage paid in full for the employee by the Borough, less the amount of contribution to be paid by an employee for medical and prescription drug benefits for the employee and any eligible dependent which shall be set in accordance with P.L.2011c.78, from the time of retirement up to the time the employee is eligible for medicare or medicaid.



#### ARTICLE IV - HARASSMENT/EQUAL TREATMENT

It is the policy of the Borough of Woodlynne that all employees shall be able to work in an environment free from discrimination and harassment of any kind whatsoever.

Therefore it is agreed that the Borough of Woodlynne shall not discriminate or show favoritism to any employee for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, national origin, color, handicap, union membership, union activities, or the exercise of any concerted rights or activities. It is further agreed that all parties shall show mutual respect and dignity at all times.

## ARTICLE V - SUBSTANCE ABUSE/DRUG AND ALCOHOL POLICY

The Union and the Employer have agreed upon the following drug and alcohol policy. It is the Union's and Borough's desire to promote good health and to minimize accidents and absenteeism among employees.

1. Voluntary use of controlled substances which causes intoxication or impairment on-the-job risks to the Employer, the affected employee and his co-workers. Recognizing that drug abuse is an illness, it is the Employer's policy to prevent and rehabilitate rather than terminate the employment of workers who are drug abusers. No bargaining unit member shall be discharged for drug use without first having been offered the opportunity to discontinue use either through personal choice or by treatment for chemical dependency, if such treatment is needed.

2. All bargaining unit employees will be fully informed of the Employer's for cause drug testing policy before testing is administered. Bargaining unit employees will be provided with information concerning the impact of the use of drugs on job performance. Unit Employees and supervisors will be trained to recognize the symptoms of drug abuse, impairment and intoxication. In addition, the Employer shall inform the bargaining unit employee of the causes for conducting tests, how well the tests perform, when the tests will be conducted, what the tests can determine, and the consequences of testing positive for drug use. All newly hired bargaining unit employees will be provided with this information on their initial date of hire. No bargaining unit employee shall be tested until this information is provided to him/her.

3. No bargaining unit employee will be tested for drug metabolites unless there exists a reasonable suspicion that the bargaining unit employee to be tested is under the influence of drugs. The term "reasonable suspicion" shall, for the purpose of this policy and section, be defined as follows:

Aberrant or unusual on-duty behavior of an individual employee which:

A. is observed on-duty by the employee's immediate supervisor or higher ranking employee and confirmed by the observation of another supervisory employee, managerial employee or designee trained to recognize the symptoms of drug abuse, impairment or intoxication (which observations shall be documented by the observer's).

And

B. is the type of behavior which is a recognized and accepted symptom of intoxication or impairment caused by controlled substances or alcohol or addiction to or dependence upon said controlled substances; and

C. is not reasonably explained as resulting from causes other than the use of controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effect of prescription or over-the-counter medications, reaction to noxious fumes or smoke, etc.).

Reports of drug use or aberrant behavior which are not confirmed by supervisory observations shall not constitute reasonable suspicion.

4. Random or mass testing shall only be administered under the guidelines of the Joint Insurance Fund Company Policy (JIFP), it shall be independent from the Borough. Tests shall only be done not more than three (3) times per year and this shall be done randomly.

A. Post-accident testing: under this provision the employer is required to test each surviving driver (employee) who was performing a safety sensitive function for alcohol and controlled substances as soon as reasonably possible following a motor vehicle accident, if: the accident involved the loss of human life, or the driver who was performing the safety sensitive function receives a citation pursuant to State or local law for a moving violation arising from the accident. If the employer fails to administer a test for alcohol within 8 hours of the accident, the employer must cease any effort to conduct such test. If the employer fails to administer a test for controlled substances within 32 hours of the accident, the employer must cease any attempt to test.

B. Random testing: random testing is under the JIFP (Joint Insurance Fund Policy), independent from the Borough. For example, an employee can only be required to submit to random alcohol testing prior to performing, while performing, or immediately following performance of a safety sensitive function. Testing shall be done by a laboratory certified by the State of New Jersey as a medical and forensic laboratory which complies with the Scientific and Technical Guidelines for Federal Drug Testing Programs and the Standards for Certification of laboratories engaged in Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the U.S. Department of Health and Human Services, and which is chosen jointly by the Union and the Employer. No employee shall be subjected to being tested twice under any circumstances.

C. Standards used to determine what levels of detected substances shall be considered as positive:

<u>DRUG</u>	<u>SCREENING TEST</u>	<u>CONFIRMATION</u>
Amphetamines	1.000ng/ml Amphetamine	500 ng/ml GC-MS
Marijuana Metabolites	100 ng/ml Delte-THC	100 ng/ml GC-MS
Cocaine Metabolites	300 ng/ml Metabolite	150 ng/ml GC-MS
Opiates	300 ng/ml Morphine	300 ng/ml GC-MS
PCP	25 ng/ml PCP	25 ng/ml GC-MS

Levels which are below those set above shall be determined as negative indications. At the time specimens or samples are collected, three samples shall be taken. Two samples will be sent to the laboratory to be tested at the employer's expense. In order to be considered positive, both samples must be tested separately in separate batches and show positive results on the GCMS Confirmatory Test. The third sample or specimen shall be collected in a separate container and shall be sealed in the presence of a Supervisor and a Union witness with evidence tape, which tape shall be signed by both witnesses. This third sample shall be made available to the employee for testing by a laboratory selected by the Union. The cost of testing the third sample shall be borne by the employee.

If the results of the tests administered by the employer on the two samples shows that the employee while on duty was under the influence of or drank, smoked, ingested, inhaled or injected alcoholic beverages, non-prescribed narcotics, marijuana, cocaine, PCP, or non-prescribed amphetamines, appropriate action may be taken by the employer after the following procedure has been followed:

A) The employee and the Union shall be presented with a copy of the laboratory report of both specimens before any action is imposed. The Union and the employee shall then have 72 hours to present to the employer any different results from the test of the third sample conducted by a laboratory selected by the Union; however, the failure of the Union or employee to have the third test performed or to present the results to the employer shall not be used against the employee as a basis for discipline or in any arbitration proceeding. After considering the results of the third test performed for the Union, if presented, the employer may request the employee seek help by enrolling in a substance abuse program instead of any discipline being imposed, the cost of which shall be covered by the employer's group health insurance as any other illness. Such rehabilitation programs may be attended during the work day or in the evening and/or as an outpatient. Upon completion of the program, the employee shall notify the employer with the documentation that the program has been completed and the employee shall be returned to work without loss of position or pay that he/she was receiving prior to entering into the program. No employee shall receive further discipline after entering and successfully completing any rehabilitation program.

## ARTICLE VI - HOLIDAYS

The following sixteen (16) days shall be considered holidays, with Borough offices closed and normal operations suspended, except for those employees whose regular schedules require attendance at work due to emergency requirements. These said days shall be with pay.

New Years Day	Martin Luther King Day	Lincoln's Birthday
President's Day	Good Friday	Memorial Day
Independence Day	Labor Day	Columbus Day
Election Day	Veterans Day	Thanksgiving Day
Day After Thanksgiving	Christmas Day	

In addition to the above the following two (2) days shall be considered holidays and Borough offices and Public Works offices shall be closed. These said days shall be with pay.

Christmas Eve Day and New Year's Eve Day

When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. If a holiday falls on a Sunday, the following Monday shall be considered a holiday

Permanent part-time employees shall be paid for holidays on the basis of the number of hours in their normal work day provided that the holiday falls on their regularly scheduled work day.

If a holiday falls on a full-time employee's regular day off, he/she shall receive an additional day off, which day shall be subject to the approval of the head of the department.

If pay day is scheduled on a contract holiday, all employees shall be paid the day before the holiday.

A Holiday worked shall be paid at double time and one half (20) twenty hours.

**CROSSING GUARDS:** Crossing guards shall receive holiday pay for all Holidays from September 1 through June 30<sup>th</sup>. There shall be no holiday pay during the July and August months.

## ARTICLE VII - VACATION

New full-time employees become eligible to take vacation after they have completed their working test period of ninety days (90). They are eligible to earn vacation from the first day of hire at the rate of one (1) day per month, up until the end of the first calendar year, then they shall receive 12 vacation days as of January 1.

Part-time new employees become eligible to take vacation after they have completed their working test period of ninety days (90). They are eligible to earn vacation on a pro rated basis from the first day of hire to the end of the first calendar year, then they shall receive the full amount of the prorated vacation days as of January 1.

The following schedule of vacation time shall be provided for all employees:

Date of hire to end of that Calendar Year	1 day per month
1 Year to 4 years	12 days per year
5 Years to 9 years	15 days per year
10 Years to 14 years	20 days per year
15 Years and over	25 days per year

All full-time employees who work the normal five-day work week shall receive the above paid days. Only permanent part time employees shall have their paid vacation days prorated according to Civil Service Rules and Regulations.

Vacations shall be scheduled by the head of departments giving preference to employees according to seniority, where practicable and where consistent with continued efficient operations.

To be eligible to take vacation, an employee must notify the head of the department in advance. All vacation requests received by January 20<sup>th</sup> shall be granted on a seniority basis. Any employee who resigns or is terminated shall receive 100% of any vacation time remaining on the log that was not previously used, however the employee's vacation time shall be prorated to the date they resign or are terminated. Employees who retire shall receive all unused, earned and accumulated vacation time at the rate of 100% for each day logged.

Employees may carry over unused, earned and accumulated vacation time for one (1) year.

Vacation entitlement is administered by the Borough Administrator under the direction of Civil Service Rules and Regulations.

**CROSSING GUARDS:** Crossing Guards shall receive the spring and winter recess with pay while school is closed.

## ARTICLE VIII - PERSONAL DAYS/PERSONNEL FILE

Full-time employees or permanent part-time employees are entitled to receive four (4) paid personal days per year. Personal days cannot be accumulated from year-to-year. Upon termination of employment, unused personal days will be forfeited.

Employees should inform the head of the department at least 5 calendar days in advance when they intend to take their personal days, except in the case of an emergency.

CROSSING GUARDS: Crossing guards shall not receive paid personal days.

### PERSONNEL FILE:

- A. All employees shall have the right to see all documents in their personnel file.
- B. An employee shall be permitted to have a copy of any documents in his/her file.
- C. Employees shall be given copies of all disciplinary matters, evaluation or work performance documents placed in their file at the time the document is so placed. Prior to placement of a document the employee shall first be given the opportunity to initial same. Such initialing shall not indicate anything other than the employee's review of the document. The employee shall be given the opportunity to indicate they have read and accepted or rejected the contents of the document. Upon written release from an employee, a Union Representative may see and copy documents in the employee's file.
- D. Employees shall have the right to respond in writing to anything placed in their file.
- E. Employees may request of the head of the department that records of counseling sessions, contained in any personnel file be removed after twelve (12) months provided there has been no recurrence of the same or similar nature.

ARTICLE IX - MEDICAL BENEFITS

All full-time and permanent part-time employees, and their eligible dependents, upon completion of the ninety (90) day working test period shall be eligible to receive the Health Benefits under the New Jersey State Health Benefits Plan (NJSHBP) paid in full by the employer, (permanent part-time employees shall only receive benefits if they qualify under the NJSHBP regulations for the number of hours they work), less the amount of contribution to be paid by an employee for medical and prescription drug benefits for the employee and any eligible dependent which shall be set in accordance with P.L.2011c78.

If the Employer elects to change the current health care plan, to another plan, the new plan must be equal to or better than the plan in effect. The Employer shall notify the Union immediately of any intent to change the health care plan and provide the Union with a copy of the new plan indicating why the plan is being changed and how the plan is equal to or better than the current plan.

Insurance Buy-Out : Any employee electing not to participate in the Boroughs Health Care Plan shall receive the amount per month listed below, provided they show proof of other medical benefits indicating that they have other health care coverage. Payment shall be made in a lump sum, for each of the months the employee elected not to participate in the Boroughs Health Care Plan, and paid by the first (1<sup>st</sup>) pay in December of each year.

2013 - \$ 200.00 per month	2015 - \$200.00 per month
2014 - \$ 200.00 per month	2016 - \$200.00 per month

If said employee loses their private health care they can opt back into the Borough's Plan upon notification to the employer verifying that they no longer have private health care.

PRESCRIPTION PLAN: The current prescription plan is under the New Jersey State Health Benefit Plan (NJSHBP)

DENTAL BENEFITS: The Borough shall provide dental insurance coverage for all full time employees after completion of ninety (90) days up to five (5) years of employment for single coverage only. Beginning with the sixth (6<sup>th</sup>) year the employer shall pay full family coverage with no cost to the employee or their eligible dependents except for a five (\$5.00) dollar per month fee. The current plan is the New Jersey State Dental Plan. If the employer decides to change the plan to another plan, the new plan must be equal to or better than the current plan. The Employer shall notify the union immediately if they intend to change the Dental Plan. The employer shall provide a copy of the new plan and provide the information showing that the plan is equal to or better than the current plan in effect. Currently employees are provided with single coverage paid for by the employer from the 90<sup>th</sup> day to five years of employment with a cost to the employee of \$5.00 (five dollars) per month for a "monthly fee".

RETIREMENT: Any employee who retires as per PERS rules or after 25 years of service with the Borough shall have their health care paid in full by the employer less the amount of contribution to be paid by an employee for medical and prescription drug benefits for the employee and any eligible dependent which shall be set in accordance with P.L.2011c.78. This includes Medical, Prescription and Dental up to the age required for Medicare or Medicaid.

INOCULATIONS: The Borough of Woodlynne shall reimburse any employee for any cost incurred for inoculations such as Tetanus, Hepatitis B Vaccinations and treatment for any poison related illness such as Ivy, Oak etc., which is not covered by other insurance and must be work related.



## ARTICLE X - SICK LEAVE

New employees shall receive one (1) paid sick day per month for the initial month of employment if they begin work on the first through the eighth day of the calendar month and one half (½) day if they begin on the ninth through the twenty-third day of the month. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) day per month of service, thereafter, at the beginning of each calendar year, employees shall be credited with fifteen (15) paid sick days per year.

Permanent part-time employees shall be credited with paid sick days on a pro-rated basis according to Civil Service Rules and Regulations which outline the calculation for the entitlement and how it is to be pro-rated. Crossing Guards shall not receive paid sick leave.

Sick leave is defined as paid absence from duty of an employee due to illness, injury, exposure to contagious disease or attendance to a member of his/her immediate family due to illness or accident requiring the employee's presence to provide necessary care.

The term "immediate family" shall include the following: an employee's spouse, child, legal ward, grandchild, foster child, parent, legal guardian, grandparent, sibling, father-in-law, mother-in-law, and other relatives residing in the employee's household. The Borough may expand the definition of family upon request.

A. ACCUMULATION: Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year-to-year without limit, to be used whenever needed for sick leave purposes and or family leave.

B. TERMINATION/RESIGNATION: Employees who are terminated from employment for just cause shall not receive any lump sum payment for any accumulated and unused sick time.

RETIREMENT: Employees who retire (under the Rules of PERS) or with 25 years of service with the Borough shall receive 50% of all earned and unused sick time that remains to their credit in a lump sum payment, or 50% of all earned and unused sick time that remains to their credit taken in days.

C. RE-EMPLOYMENT: An employee in good standing who has been re-employed within three hundred sixty-five (365) days shall be credited with the total accrued sick leave at the time of termination.

D. DOCTOR'S NOTE: The department head may require proof of illness or injury from a licensed physician after any three consecutive sick day period. Employees calling out for sick time shall call Nancy at Borough Hall.

In cases of sick leave due to exposure to contagious disease, a certificate from a licensed health agency shall be required before the employee is permitted to return to work.

E. BUY-BACK UNUSED TIME:

Employees that accumulate one hundred (100) sick days or more may sell back fifty percent (50%) of any of the excess over one hundred (100) at the employee's prevailing rate of pay.

## ARTICLE XI - LIFE INSURANCE

Under the Public Employee's Retirement System, group life insurance is provided on both a contributory and non-contributory basis and is compulsory for employees earning \$1,500.00 or more per annum, \$500.00 per quarter or where the employee is a veteran. Some exceptions are allowed. Life insurance benefits shall be subject to the terms and conditions of the PERS as same may be changed from time to time. Anyone seeking details regarding information on the group life insurance or the contributory and non-contributory basis must see the Borough Administrator for additional details.

## ARTICLE XII - WORKER'S COMPENSATION/DISABILITY

The Borough provides worker's compensation as required by law for all employees. The Borough reserves its right to designate providers of medical care involving worker's compensation claims. Employees must notify the employer within twenty-four (24) hours of any accident if they are claiming Worker's Compensation. Failure to report an injury or accident to the employer may result in disciplinary action.

Compensation for time lost from the job due to an on-the-job-related illness will be handled as follows:

Employee will receive normal salary/wages from the Borough less normal payroll deductions of taxes.

Employee will receive compensation check(s) directly from the insurance company. The employee will turn over the compensation check from the insurance company to the Borough. The Borough will issue the full pay check to the employee.

Employee's worker's compensation payments will not be reported as income on the employee's W-2 form at the end of the year.

Continuation of benefits while on worker's compensation will be in accordance with the New Jersey Division of Pensions for items regarding the employee's insurance and pension. All other benefits listed in this agreement shall be paid to the employee at the time they would be due.

**DISABILITY:** The Borough of Woodlynne participates in the New Jersey State Disability Plan and all employees are entitled to all benefits provided under the plan. The Borough shall comply with all rules and regulations that govern the NJSD Plan

ARTICLE XIII - EDUCATIONAL BENEFITS

REQUIRED TRAINING:

Required training are seminars and courses that an employee must attend to obtain or to maintain their current position in the Borough.

Requests to attend instructional sessions must receive prior approval of the Council. Requests should be made in writing as soon as the employee is aware of the need for the course and must state why the course is required and the costs that will be incurred.

The Borough will pay mileage and costs for courses or seminars required to maintain a currently held position. It shall be at the IRS rate for the mileage, and 100% for all other costs incurred for the courses or seminars. Included in the courses or seminars, but not limited to them is any employee required to obtain a CDL license. The Borough will reimburse an employee for obtaining their first time CDL license. Employee must have pre approval from the Borough prior to obtaining the license and will receive the reimbursement after providing documentation the license is secured.

For courses or seminars required to obtain the credentials for a position currently held or applied for, mileage shall be paid at the IRS rate and tuition reimbursement will only be made upon satisfactory completion of the required course. No reimbursement will be made until proof of satisfactory completion has been presented to the Borough.

ESSENTIAL OR DIRECTLY BENEFICIAL:

There are certain State and County meetings it is assumed that specific employees will attend because of the relevance to the specific position held. Requests for attendance must still be made in writing to the Council in order to keep them abreast of the continuing development of Borough employees. Approval for attendance will be made on an individual basis. Since these meetings are considered of value to the Borough, fees and mileage (at the IRS Rate) will be paid by the Borough. Any meetings, conferences or seminars outside the State or County shall require a special permission from the Council.

OUT-SIDE COURSES:

To be considered for reimbursement, the course must be State College approved, pertinent to Borough business and to the present or possible future duties of the individual. Unrelated subjects will not be approved. Employees must be on active pay status to be reimbursed. Attendance must be during the employee's off-duty time and will not be compensated with the employee's daily rate of pay, unless the course can only be taken during the day, then said employee shall receive their regular hourly rate for all hours for the course. Prior approval by the Council is required for reimbursement. Reimbursement shall be according to the following schedule:

80% to 100%, A or B, "Excellent" or "Good"	100% of tuition reimbursed
Passing but below 80%, C,"Satisfactory"	100% of tuition reimbursed
Below 70%, D or F, "Failure" or "Unsatisfactory"	0% of tuition reimbursed

Any employee who receives any special certification (other than a CDL), by only State Approved and mandatory education certifications, shall receive twenty-five (25) cents added to their existing hourly rate. The twenty-five cent per hour increase shall remain the same in each year of the contract, however, the Mayor and Council must pre-approve their attendance to any course by resolution of the Mayor and Council.

## ARTICLE XIV - BEREAVEMENT LEAVE

It is the Borough's policy to give every consideration to an employee who has had a death in the family.

All employees (including crossing guards) will be granted up to a maximum of five (5) paid days off for a death in the immediate family. For this purpose, immediate family is defined to include spouse, Civil Union, children, father, mother, brother, sister, father-in-law, mother-in-law, step children, grandchildren, adopted children, or a relation living in the household. The Borough may expand the definition of family if requested by the employee. Unusual family situations may, in individual cases, warrant considering some other members of the family as immediate. Judgment will be applied in following the spirit of this policy.

All employees (including crossing guards) will be granted up to a maximum of one (1) paid day off for a death in the family for Aunt, Uncle, Brother-in-law, Sister-in-law niece or nephew.

All employees (including crossing guards) may be granted additional time off for a death in the immediately family or extended family members listed above if the employee must travel out of state or be the designated person to handle the arrangements of the deceased, the decision to grant any additional time shall be by the Council.

Approval of the Council is required for bereavement leave if the request is for none of the above listed family members.

Employees must submit evidence of the death of a family member. Such evidence acceptable would be the Newspaper Obituary, however if no obituary is available a copy of the death certificate would be acceptable or a certificate from the funeral director.

## ARTICLE XV - JURY DUTY

Any employee required to serve jury duty shall be paid their regular rate of pay by the Borough. Compensation, excluding travel monies, the employee receives as a juror shall be turned over to the Borough.

Employees who are summoned for service as grand or petit jurors are required to provide the Borough Administrator with a copy of the summons.

## ARTICLE XVI - MILITARY LEAVE

An employee who is a member of the Armed Forces Reserve or the National Guard and who is required to attend annual active duty for training or other short-term Reserve or Guard duty is eligible for military leave of absence. Such time off shall not be considered vacation time. If the employee's military pay for the training is less than his/her average Borough earning for a like period, the Borough will pay the difference to the employee for a period not exceeding fifteen (15) consecutive calendar days of training.

Head of departments may approve rescheduling of an employee's hours and days of work to enable an employee to attend drills and still fulfill employment responsibilities without the need for additional time off.

## ARTICLE XVII - PAY PERIOD/HOURS OF WORK/LUNCH/BREAKS

For all employees, the standard pay period is biweekly. Pay day is every other Friday. When a pay day falls on a contract holiday, all employees shall be paid the day before the holiday. Pay checks reflect the amount due and claimed for the preceding two completed weeks. Employees must ensure that their signed time cards are submitted to their supervisor so that time cards can be delivered to the Borough Administrator prior to 9:00 a.m. each Monday of a pay week. Failure to accurately report all hours worked may result in a delay in compensation for those hours.

The hourly rate, unless otherwise provided or agreed, shall be computed by dividing the weekly rate by the number of hours in the employee's prescribed work week. Advances in salary are not permitted.

Vacation pay is available in advance provided that a minimum of three weeks' notice is given by the employee. Actual payment of advance vacation pay shall be on the last scheduled working

### CLERICAL WORK WEEK, HOURS AND LUNCH:

All Clerical employees shall work a five (5) day work week, which excludes Saturday and Sunday. Work hours are from 8:00 a.m. to 4:00 p.m. Employees shall be paid for forty (40) hours for the five day work. Clerical employees shall receive a one (1) hour paid lunch break which shall be scheduled between 11:00 a.m. and 2:00 p.m. The Office Manager shall be responsible for staggering of lunch times so that offices are covered by staff at all times.

### BLUE COLLAR WORK WEEK, HOURS AND LUNCH:

All Blue Collar employees shall have Monday to Friday as their work week. The Summer work hours shall be 6:00 a.m. to 2:00 p.m. with a one half hour paid lunch. The winter work hours shall be 7:00 a.m. to 3:00 p.m. with a one half hour paid lunch. The lunch time is from 12:00 pm to 12:30 p.m. the work week shall consist of forty (40) hours and the work day shall consist of eight (8) hours. The Working Foreman (Supervisor) work hours shall be the same as the Blue Collar employees. The Supervisor may, if due to an emergency, assign the lunch time differently than 12:00 pm to 12:30 p.m.

**CROSSING GUARD WORK WEEK AND HOURS:** All Crossing Guards shall have a five day work week, Monday to Friday and shall work from: 8:00 a.m to 8:30 p.m for the AM shift and 3:00 p.m. to 3:30 p.m for the PM shift for a total of five (5) hours per week. Guards work from September through June. If schools close due to an emergency, and/or snow day, the guard shall be paid her/his daily rate.

### BREAKS:

All Clerical and Blue Collar employees shall receive two fifteen (15) minute breaks, one in the a.m. and one in the p.m.



## ARTICLE XVIII - OVERTIME/ COMPENSATORY TIME/ CALL IN/OUT PAY

When circumstances warrant, overtime work may be required of the employee by his or her supervisor, provided twenty-four (24) hour notification is given. Notification of less than twenty-four (24) hours may be given if an emergency situation arises demanding immediate attention. Overtime may be refused for reason of health only. All overtime work must be approved by the head of the department involved. The word "overtime" applies only to hours worked in excess of forty (40) in one week and not to hours worked in excess of either seven (7) or eight (8) hours daily.

Emergency or extenuating circumstances may prevent head-of-department approval of overtime prior to working the additional hours. Any employee falling within this scenario shall continue to work as needed but shall notify his or her head of department as soon as possible. An employee failing to adequately justify overtime hours because of emergency or extenuating circumstances shall be subject to disciplinary procedures if a recurring pattern of unnecessary work is established.

Any employee may elect to take compensatory time in lieu of overtime, however the employee must notify the head of department when the overtime is being offered that they want compensatory time instead of overtime. Compensatory time shall be computed the same as cash for overtime purposes.

**CLERICAL AND BLUE COLLAR OVERTIME:** Overtime shall be calculated at 1-1/2 times the employees regular hourly rate or if an employee elects compensatory time it shall also be computed at the 1-1/2 time rate. Holiday overtime shall be paid at double time and one half (20 hours) the employee's regular hourly rate of pay.

**CALL IN/OUT - CLERICAL AND BLUE COLLAR (Excludes Court Administrator and Deputy Court Administrator):** Any employee called into work, to the Borough Building, when not regularly scheduled shall be guaranteed a minimum of four (4) hours pay at time and one half. If called at home for services, said employee shall receive three (3) hours pay at time and one half. Employees may also elect compensation time in lieu of overtime, if it is desired to elect compensation time for call in/out, the employee must notify the head of department as soon as possible that they have elected to accept compensation time in lieu of overtime. Such compensation time shall be applied the same as if it were overtime including the minimum of four (4) hours. Call In/Out also includes any employee servicing the public from a home visit by a Borough resident needing assistance, however the employee shall receive three (3) hours pay at time and one half if giving assistance from their home.

Court Administrator and Deputy Court Administrator - shall receive two (2) hours call out pay at time and one half.

In calculating overtime, personal time, holiday time, vacation time and sick time is included in the calculation of overtime.

## ARTICLE XIX - SAFETY COMMITTEE/LABOR MANAGEMENT COMMITTEE

The Employer shall at all times maintain safe and healthful working conditions. The Employer and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is agreed that verbal and/or physical harassment of an employee is inappropriate.

The Employer and the Union agree to a Union/Management Health and Safety Committee composed of two members from the Union and two from the Employer. The Committee will meet on an as needed basis and forward any reports in writing to the Council for any unsafe and unhealthful working condition. This Committee shall in no way prevent any bargaining unit member from filing a grievance regarding any health and safety issue. The Council, after reviewing the report shall make any necessary recommendations to correct the problem.

The Employer agree that the temperature in the Borough building where the Clerical bargaining unit members work must not be below 60 degrees in the winter or above 84 degrees in the summer. If such temperatures can not be maintained by the Borough, to protect the employees from an unhealthful work environment they shall be sent home with full pay and shall continue to receive full pay until the condition is no longer a threat to their health and safety. Prior to employees being sent home the employer shall have up to two (2) hours to correct the condition, if the condition still exists after the two (2) hours then the employees will be sent home with full pay.

### LABOR/MANAGEMENT COMMITTEE:

The Employer and the Union agree to a Labor/Management Committee composed of two members from the Union and two from the Employer. The Committee will meet on an as needed basis and forward any reports in writing to the Council for any work related issue that does not involve health and safety. This Committee shall in no way prevent any bargaining unit member from filing a grievance regarding any working condition that they believe is not in accordance with this agreement. The Council, after reviewing the report shall make any necessary recommendations to correct the problem.

## ARTICLE XX - EMPLOYEE ASSISTANCE PROGRAM

The Borough of Woodlynne shall provide an Employee Assistance Program to all employee and their families. No permission is required to seek assistance from the Employee Assistance Program and the service is confidential. A wide variety of services and referral services are available for any problem imaginable, small and large. The Borough encourages employees to utilize the service. Additional information is available in the Borough Administrator's office.

## ARTICLE XXI - PERSONAL LEAVES OF ABSENCE/FAMILY LEAVE

A permanent full-time employee holding a position in the classified service who is temporarily either mentally or physically incapacitated to perform his duties or who desires to engage in a course of study that will increase his/her usefulness on his/her return to service, or who for any reason considered good by the appointing authority and the Council desires to secure leave from his/her regular duties may, with the approval of the appointing authority and the Council be granted a personal leave of absence without pay for a period not exceeding six (6) months. With the approval of the appointing authority and the Council such leave may be extended for an additional period not exceeding six (6) months. Any employee requesting personal leave without pay shall submit his/her request in writing stating the reason why in his/her opinion the request should be granted, the date when he/she desires the leave to begin, and the probable date of his/her return to duty.

Employees on personal leave shall continue to receive all benefits under this agreement.

**FAMILY MEDICAL LEAVE:** Family leave as set forth in 29 U.S.C., Section 2601 et seq., N.J.S.A. 34:11B-1 et seq. And N.J.A.C. 4A:6-1.21 or any amendments thereto shall be available to all employees covered under this Agreement pursuant to the terms of that Act and/or regulation.

An employee may use accrued leave time (for example, sick, vacation, personal) for pregnancy-disability purposes, but not limited to pregnancy-disability purposes, and shall not be required to exhaust accrued leave before taking a leave without pay. However, the employee must exhaust all accrued sick leave to be eligible for New Jersey Temporary Disability Plan.

Employees may take family leave in hourly increments. At no time will the employee lose any benefits including health care while taking any of the above family or Medical leave benefits.

**ARTICLE XXII SALARY AND WAGE COMPENSATION  
STIPENDS, REIMBURSEMENTS AND LONGEVITY COMPENSATION**

SALARIES: All employees shall receive the salary increases listed in this Article retro to 1/1 of each year unless otherwise specified below.

<u>CLERICAL TITLES:</u>	<u>HOURLY</u> <u>2012</u> <u>RATE</u>	<u>2013</u> <u>2%</u>	<u>2014</u> <u>2%</u>	<u>2015</u> <u>2-1/2%</u>	<u>2016</u> <u>2-1/2%</u>
Treasurer F/T	\$22.42	\$22.87	\$23.33	\$23.91	\$24.51
Deputy Tax Collector F/T	\$22.22	\$22.66	\$23.11	\$23.69	\$24.28
Public Relations F/T	\$20.36	\$20.77	\$21.19	\$21.72	\$22.26
Code Enforcement Officer F/T	\$16.60	\$16.93	\$17.27	\$17.70	\$18.14
Violations Clerk F/T	\$21.23	\$21.65	\$22.08	\$22.63	\$23.20
Violations Clerk P/T	-----	\$12.00	\$12.24	\$12.55	\$12.86
Certified Court Adm P/T	\$21.42	\$21.85	\$22.29	\$22.85	\$23.42
Police Records Clerk F/T	\$20.36	\$20.77	\$21.19	\$21.72	\$22.26
Police Records Clerk P/T	\$19.23	\$19.61	\$20.00	\$20.50	\$21.01
Duel P/T Title-Nuisance Officer, Animal Control Officer & Court Security Officer Cleaning Personnel (11 hrs per week/2 days per wk)	\$ 9.32	Spec Adj \$11.00	\$11.22	\$11.50	\$11.79
Deputy Boro Clerk P/T	\$10.00-\$15.00 per hr	2%	2%	2-1/2%	2-1/2%
Deputy Court Adm	\$10.00-\$20.00 per hr	2%	2%	2-1/2%	2-1/2%

**BLUE COLLAR TITLES**

Laborer I	\$20.07	\$20.47	\$20.88	\$21.40	\$21.94	
Laborer II	\$14.42	Spec Adj 1/1/13 \$15.50	7/1/13 Spec Adj \$16.50	\$16.83	\$17.25	\$17.68

**(A) NEW HIRE STARTING RATE- BLUE COLLAR FULL TIME:**

Start \$11.00 per hour  
 After Ninety Days \$12.00 per hour  
 After One Year \$13.00 per hour  
 Then after 1 Year the negotiated percentage raises will apply.

**(B) NEW HIRE RATES - BLUE COLLAR PART TIME:**

Part Time Blue Collar employees shall not receive the negotiated percentage raises above and shall receive the following rates listed below. The raise each year is for fifty cents (.50) per hour increase. The new Hire Start Rate for Blue Collar Part Time employees will be at \$9.00 per hour in each year of the agreement.

<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
\$9.00 per hr	\$9.50 per hr	\$10.00 per hr	\$10.50 per hr

**C/G TITLE**

Crossing Guard	\$18.69 Shift	\$19.06 Shift	\$19.44 Shift	\$19.93 Shift	\$20.43 Shift
----------------	------------------	------------------	------------------	------------------	------------------

Crossing Guards are paid from the first day in September through the last school day in June. They are paid for the winter and spring recess when school is off and they are paid for any emergency and/or snow day that school closes, as well as all holidays that occur during the school year; teacher in service days; or any other school closing days between the first day of school in September and the last day of school in June, however, if a guard takes any working shift off during these months they shall lose the working shift pay for the time that they did not work, unless they were using bereavement leave or was under a work related injury.

**REIMBURSEMENTS:**

**CDL LICENSE:** The Borough will reimburse an employee for obtaining the CDL License. The Employee must have pre-approval from the Borough prior to obtaining their CDL License. The lump sum payment will be paid after the Employee provides documentation for securing the CDL. No taxes will be paid on the CDL Reimbursement.

**BLUE COLLAR CELL PHONE REIMBURSEMENT:**

An employee shall receive a cell phone reimbursement which shall not exceed \$30.00 (thirty dollars) per month. Such reimbursement shall not be taxed. Employee's are required to show receipts for the cell phone payment prior to receiving the reimbursement. The Employer shall have the option to provide cell phones for any employee, paid for by the Employer. If such option is elected, the employee shall no longer receive the monthly cell phone reimbursement. Cell phone usage must be work related and approved by the Employer for the reimbursement.

**COURT PERSONNEL:**

Call In Pay for Court Personnel - 2 hour call in pay at time and one half - home or at work  
Court Sessions - mandatory 6 night court and 12 day court. Only night court has paid sessions.

Night Court Pay for Court Administrator and Deputy Per Session:

<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
\$80.00	\$80.00	\$80.00	\$80.00

**PLANNING & ZONING BOARD STIPEND:**

<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
\$600.00	\$600.00	\$600.00	\$600.00

The flat dollar stipend is paid one time (1X) per year in the month of December

**Notary** - \$10.00 for each notary performed - submitted monthly and paid monthly beginning on January 1, 2010

**Elections Stipend:** Shall be paid at \$250.00 (two hundred and fifty dollars) to the appointed employee for each election held in June and November, including school elections, primary elections and general elections and any other elections held outside of the months of June and November.

**LONGEVITY:** All full time employees shall receive the Longevity listed below:

- 2% after 5 years
- 3% after 10 years
- 5% after 15 years

New hire part time employees and current part time employees shall not receive Longevity except for the position of Cleaning Personnel which has been grandfathered and remains eligible to receive Longevity. Longevity is paid as a special check in the 1<sup>st</sup> pay of December of each year.

ARTICLE XXIII - UNIFORMS/EQUIPMENT

BLUE COLLAR:

All Blue Collar bargaining unit members shall receive the following:

Summer Uniforms

12 T Shirts per year  
1 pair summer boots  
7 pair blue jeans  
7 long sleeve shirts - blue

Equipment: 1 (one) time per year all necessary rain gear and safety vests gloves etc., required for the job including proper tools to perform the work  
Proper training for equipment operation

Winter Uniforms

1 winter coat -or coverall once every 2 years  
1 uniform Jacket or Hooded Jacket  
1 pair winter boots  
1 pair winter gloves

NUISANCE OFFICERS:

2 pair pants  
2 long sleeve shirts  
2 short sleeve shirts

CROSSING GUARDS: 1 Vest 1 Stop Sign 1 ID Badge

Crossing guards shall receive any mandatory training required by the State.

Employees shall not use Borough clothing on personal time.

Any item needing repair, cleaning or replacement shall be within 30 days of the item being brought to the head of departments attention. All requested items shall be supplied by April 1 of each year in the agreement for summer items and October 1<sup>st</sup> for Winter items.

## ARTICLE XXIV - RIGHTS AND PRIVILEGES OF THE REPRESENTATIVE

A. Designated agents of the representatives shall be allowed reasonable time off from their normal employment duties, without loss of pay, to engage in representative activity provided that such activity shall not substantially interfere with or interrupt the normal operations of the Borough. It is understood that all representative activity of whatever kind or nature shall take place only within the parameters of pre-arranged schedules and at the locations listed therein mutually agreed to by the representative and the Borough.

B. The Union shall be granted an aggregate of five (5) paid and five (5) unpaid days for the exclusive use of the Union to train its Shop Stewards, however, only two shop stewards will be permitted off at the same time.

C. The Union will have the right to place items on existing employee bulletin boards.

D. The President, or other authorized representative, will have access to the premises under the jurisdiction of the Borough and its offices during working hours provided such access does not interfere with the orderly operations of the Borough. Said representative will notify the appropriate Borough official of his/her presence in advance.

E. Upon reasonable notice and approval of the appropriate Borough official, the Union may hold meetings on Borough premises during the lunch hour.

F. The Union may distribute literature to members of the bargaining unit on Borough premises so long as it is not disruptive to the Borough.

G. The Employer recognizes that any employee who is called in for an investigative meeting which could result in discipline shall have a union representative present unless said employee refuses union representation. Such refusal must be in writing with a copy to the Union and a copy to the Employer. No meeting shall take place without the employee decision to be represented or not represented.

H. The Employer recognizes seniority for all bargaining unit members as being from the 1<sup>st</sup> day of hire, and shall apply seniority in the proper form for such items as, but not limited to, vacation requests, overtime etc.

I. The Employer recognizes Civil Service as the only agent to be used in regard to layoff and recall and shall, if a layoff was necessary, do so by following the layoff and recall rules of the Civil Service. The Employer shall also notify the Union ninety (90) days prior any layoff notice of its intent to proceed with notification of layoff but prior to implementation of the notice and the layoff, shall meet with the Union to discuss alternative measures to avoid a layoff.



## ARTICLE XXV - MANAGEMENT RIGHTS

A. The Borough retains the right in accordance with applicable laws and regulations including Civil Service Rules and Regulations, directly and by way of delegation to designated personnel:

1. To direct all operation of the Borough
2. To direct all employees of the County
3. To hire, promote, transfer, assign and retain employees in positions within the Borough and to suspend, demote, discharge or take other disciplinary actions against employees according to the rules and regulations of Civil Service for good and just cause.
4. To maintain the efficiency of the Government and operations entrusted to it.
5. To determine the methods, means and personnel by which such operations are to be conducted.
6. To determine the number and kind of job classifications, titles and positions in accordance with the Rules and Regulations of Civil Service
7. To contract and/or sub-contract work including but not limited to professional and other specialized services, however, these employees shall not be utilized in substitution of the existing workforce where they are available to preform the work involved.
8. To take whatever action may be necessary to comply with State and Federal Law and Regulations.

B. It is the intention of the parties hereto that all matters affecting wages, hours and other terms and conditions of employment for the employees covered hereby, which are not specifically governed by this agreement, remain within the discretion of the Borough until the expiration of this agreement.

## ARTICLE XXVI - UNION DUES AND AGENCY SHOP FEE

A. The Borough agrees to deduct twice monthly from the base pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Borough the amount of monthly dues. Dues shall be per month on such amount as may be certified by the Communications Workers of America to the Borough at least thirty (30) days prior to the month in which the deduction of the union dues is to be made. Deduction of union dues made pursuant hereto shall be remitted by the Borough to the Communications Workers of America, AFL-CIO c/o Secretary-Treasurer, 501 Third Street NW, Washington, DC 20001-2797, by the tenth (10<sup>th</sup>) calendar day after such deductions were made. A copy of such deductions shall be sent to the Communications Workers Of America, AFL-CIO Local 1036, attention Treasurer, at 1 Lower Ferry Road, West Trenton N.J. 08628

B. The Communications Workers of America agrees to indemnify and hold the Borough harmless against any and all claims, suits, orders of judgments brought or issued against the Borough with regard to the dues check-off, except for any claims that result from the negligence or improper acts of the Borough or its agents or servants.

1. Dues deductions may only be stopped if the employee so requests. Any such request must be in writing and submitted to the Borough prior to December 15<sup>th</sup> of any given year. Dues shall be halted beginning with the first pay period of each calendar year.

2. The Borough will supply the Union a copy of any request to halt dues upon their receiving it from the employee.

3. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Borough written notice prior to the effective date of such change and shall furnish the Borough a certified copy of the Resolution indicating dues changes and the effective date of such change.

C. In addition, pursuant to N.J.S.A. 34:13a-5.5, the Borough agrees to deduct from the salaries of its employees subject to this Agreement, but not members of the Union, a representative fee in lieu of dues for services rendered by the majority representative in an amount equal to 85 percent (85%) of the regular membership dues and assessments paid by the members of the Union. Such deductions shall be made in compliance with Chapter 310, Public Law of 1967, N.J.S.A. (R.S. 52:14-15.9e), as amended. Said monies, together with records of any correction, shall be transmitted to the Union office in Washington as listed above, with a copy to the Local office in Trenton as listed above, during the month following the monthly pay period in which deductions were made. Implementation of a payroll deduction for a representative fee will commence with a notification from a shop steward or Union official, however, if no notice is received within thirty (30) days of employment, the Employer shall begin agency fee deductions on the 31<sup>st</sup> day that the employee has been employed with the Borough.

## ARTICLE XXVII - CIVIL SERVICE OPT OUT

It is intended that the administrative and procedural provisions of the Civil Service Law and Regulations are to be observed in the administration of this Agreement, where applicable, except and to the extent that such administrative and procedural provisions would violate or otherwise interfere with the enforcement of the terms set forth in this Agreement.

It is further understood that if there were to be a material change in the Civil Service Laws and or regulations after the collective negotiations agreement is executed, or if there were to be a decision to no longer be a civil service jurisdiction that the administrative and procedural provisions of the Civil Service Laws and Regulations as set forth at the time of execution of this Agreement shall continue in full force and effect and shall be part of this Agreement until modified by the parties.

The parties to this Agreement shall meet and discuss transition issues in the event that there is a decision by the governing body to seek to no longer be a civil service jurisdiction or if any provisions of civil service are waived.

ARTICLE XXVIII - DURATION AND EFFECT

This Agreement shall be effective as of the date of signing herein by all of the parties hereto and shall remain in full force and effect through December 31, 2016. It is agreed to and understood by and between the parties hereto that all salaries and wages referred to are retroactive to January 1, 2013, and as specified in the wage Article, and retroactive to January 1 of all other contract years, and shall assume full force and effect beginning only on the date of the signing of this Agreement and continuing thereon to expiration of this Agreement.

This Agreement shall automatically renew itself on January 1, 2017 and continue from that point, on a year to year basis, unless one or more of the parties hereto shall notify the other parties hereto in writing, at least ninety (90) calendar days prior to the scheduled expiration date of this agreement. In the event that such notice is given, negotiations for a new Agreement shall begin not later than sixty (60) days prior to the scheduled expiration date of this Agreement.

ARTICLE XXIX - SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the Court's decision.

The Union and the Employer shall immediately meet and negotiate the change that was the cause that was held to be invalid and unenforceable.

ARTICLE XXX - COMPLETE AGREEMENT

The Borough and the Representative acknowledge this to be their complete Agreement and that this Agreement incorporates the entire understanding by the parties on all negotiable issues whether or not discussed.

CURRENT TITLES, EMPLOYEES AND HOURLY RATES

<u>EMPLOYEE</u> <u>TITLE</u>	<u>EMPLOYEE</u> <u>NAME</u>		<u>2012 HOURLY</u> <u>RATE</u>	<u>2013 HIRE</u> <u>RATE</u>
Treasurer	Nancy Hallahan	Full Time	\$22.42	
Deputy Tax Collector	Eileen Harper	Full Time	\$22.22	
Public Relations	Cheryl Linthicum	Full Time	\$20.36	
Code Enforcement Officer	Diana Talavera	Full Time	\$16.60	
Violations Clerk	Lavern Davis	Full Time	\$21.23	
Violations Clerk	Debbie Bell	Part Time	-----	\$12.00
Police Records Clerk	Edwin Ramos	Part Time	\$19.23	
Certified Court Adm	Alyson Heriegel	Part Time	\$21.42	
 <u>Duel Titles:</u>				
Animal Control Officer & Nuisance Officer & Court Security Officer	Melvin Nunez	Part Time	\$ 9.32 Spec Adj	\$11.00
Deputy Borough Clerk	unoccupied	Part Time	\$10.00-\$15.00	
Deputy Court Adm	unoccupied	Full Time	\$10.00-\$20.00	
Cleaning Personnel	Marilyn McLeod	Part Time	\$13.00	
Crossing Guard	Susan Hynes	Part Time	\$18.69 Per Shift	
Laborer I	Ricardo Hernandez	Full Time	\$20.07	
Laborer II	Frank Rodriquez	Full Time	\$14.42 Spec Adj	\$15.50 1/1/13 7/1/13 Spec Adj \$16.50
<u>New Hire Laborer</u>	unoccupied	Full Time	\$11.00 After 90 Days \$12.00 After 1 Year \$13.00 Then % raises shall apply	
<u>New Hire Laborer</u> <u>(20 hour per week position)</u>	unoccupied	Part Time Position		
	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
	\$9.00 per hour	\$9.50 per hour	\$10.00 per hour	\$10.50 per hour

New Hire Part time Laborers shall not receive the negotiated percentage raises and shall receive an increase of fifty cents per hour as listed above. The new hire part time start rate will remain at \$9.00 for any part time blue collar employee hired during the length of the agreement.

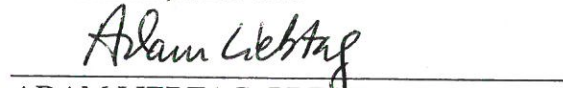
ARTICLE XXXI - SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their Director, Chairpersons and President, respectively, attested by their Clerk and Secretaries, respectively, and their seals to be hereto affixed this 16 day of July 2013.

BOROUGH OF WOODLYNNE

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

  
JERALDO FUENTES  
MAYOR/ADMINISTRATOR

  
ADAM LIEBTAG, PRESIDENT  
CWA LOCAL 1036


  
SHARON EARLEY  
COUNCIL PRESIDENT

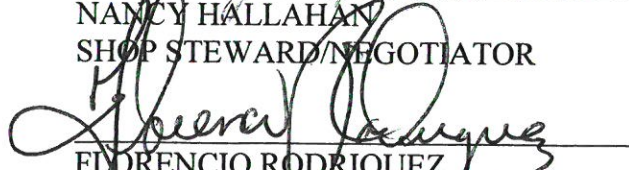
  
ANTHONY TALLARICO  
ASSISTANT TO THE PRESIDENT

  
JOSEPH CHUKWUEKE  
COUNCILMEN

  
FLORENCE MCNAMARA  
STAFF REPRESENTATIVE

  
INTERNATIONAL REPRESENTATIVE

  
NANCY HALLAHAN  
SHOP STEWARD/NEGOTIATOR

  
FLORENCIO RODRIQUEZ  
SHOP STEWARD/NEGOTIATOR

  
SUSAN HYNES  
SHOP STEWARD/NEGOTIATOR