

1098

CONTRACT BETWEEN
BOROUGH OF HIGHLANDS
AND
COMMUNICATIONS WORKERS OF AMERICA
LOCAL 1032

EFFECTIVE JULY 1, 1994 THROUGH JUNE 30, 1997

FILE

PREAMBLE

ARTICLE I

This agreement, made this 9th day of November, 1994, by and between the Borough of Highlands, by its authorized officials, hereinafter referred to as the "Employer" and Communications Workers of America Local 1032, which shall be in effect and operative for a three (3) year period from July 1, 1994, through June 30, 1997, has as its purpose the promotion of harmonious relations between Employer and CWA Local 1032, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

RECOGNITION OF LOCAL 1032, C.W.A.

ARTICLE II

The Employer recognizes the C.W.A. Local 1032 as the sole representative of the employees in the following job classifications for the purpose of negotiating proposals covering wages, hours of work and other terms and conditions of employment.

INCLUDED:

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

- CLASS A: Laborers, equipment operators, sewer treatment plant operators, in Department of Public Works.
- CLASS B: Police Radio Dispatchers, School Crossing Guards, except those temporary employees who are not subject to the provisions of Civil Service Statutes and regulations.
- AND: All of the White Collar Works employed by the Borough of Highlands in the following job classifications:

Principal Tax Clerk (Typing)
Assessing Clerk (Steno) P/T
Municipal Court Clerk
Deputy Municipal Court Clerk

Senior Clerk Typist-Building and Housing P/T
Cashier
Principal Account Clerk P/T
Excepting those temporary employees who are not
subject to the provisions of Civil Service
Statutes and regulations.

APPLICATION OF ARTICLES OF AGREEMENT

CLASS A: All Articles of this Agreement, namely Articles I through XXI, shall apply to all Class A - - Blue Collar Workers.

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

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

UNION ACTIVITY

ARTICLE III

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

EQUAL TREATMENT

ARTICLE IV

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

RANDOM DRUG TESTING

ARTICLE V

A. The borough and the union agree that the borough and the union members deserve a safe and drug free work environment. These needs are particularly important considering the vehicles and equipment being used by the borough employees and the handling of cash. In order to ensure the same, the borough shall be entitled to perform random drug testing, provided the same is not done more frequently than three times in one calendar year.

B. Random selection will be done by "bucket draw", at which drawing a steward will be present for the insertion of the names and the drawing of the names, though the physical drawing will be done by a member of the borough administration staff. Actual testing will be scheduled and done on borough time and at the borough's expense. All persons whose names are selected in the bucket draw shall report for testing at the time scheduled by the borough.

C. At the time samples are given by the employee, an additional sample shall be provided to the union.

D. If the test results in a positive or false positive result, there will be a retesting. Positive or false positive results refer to the test result indicating the presence of a controlled dangerous substance as defined by N.J.S.A. 2C:35-2 or its immediate precursor in Schedules I through V.

E. If the retest results disclose a positive finding, a program of rehabilitation will be discussed with the employee.

MANAGEMENT RIGHT CLAUSE

ARTICLE VI

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

(a) To determine the care, maintenance, and operation of equipment and property used for and on behalf of the Employer.

(b) To establish or continue policies, practices and procedures for the conduct of the Employer's business and, from time to time, to change or abolish such policies or procedures.

(c) To discontinue processes of operations or to discontinue their performance by employees.

(d) To select and determine the number and types of employees required to perform the Employer's operations.

(e) To employ, transfer, promote, or demote with just cause, employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work, or other legitimate reasons where it shall be in the best interest of the Employer or department, provided, however, the same shall be in accordance with Title 11 of the New Jersey Statutes. If the borough deletes an employee position, as a result of which the employee is demoted, such form of demotion will be considered to have been done "with just cause".

(f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Employer, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. No employee shall be disciplined without just cause.

(g) To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

(h) To establish contracts or sub-contract for Employer operations, provided that this right shall not be used for the purpose or intention of undermining the C.W.A. Local 1032 or discrimination against its members.

ESTABLISHMENT OF WORK RULES

ARTICLE VII

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

GRIEVANCE PROCEDURE

ARTICLE VIII

Section 1: General. A "Grievance" shall mean a complaint by employee(s) that there has been a misinterpretation or violation of policies, agreements and administrative decisions affecting them.

Section 2: Exceptions to Grievance Procedures. This procedure shall not serve in lieu of processes which must be followed in accordance with New Jersey Law or Rules and Regulations promulgated therewith.

Section 3: Procedure to be followed. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. A grievance to be considered under this procedure must be initiated in writing, by the employee within ten (10) days of its occurrence. If the matter is not grieved within ten (10) working days of its occurrence, it is not the subject of a grievance.

Step 1:

Any employee having a grievance shall present it in the first instance to the Supervisor within ten (10) working days after the occurrence of the event out of which the grievance arises. If the employee so requests, his representative shall be present.

Step 2:

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

Step 3:

If the employee is not satisfied with the decision of the Business Administrator at the second step, the grievance shall be

placed in writing, signed by the employee and presented to Mayor and Council within three (3) working days after the date of the decision by the Business Administrator. The employee, personally, may grieve under this step to the Mayor and Council. The Mayor and Council shall within ten (10) working days of the receipt and the written grievance arrange a meeting with the employee and his representative. The Mayor and Council shall give the employee a written answer to his grievance within (3) working days after the date of such meeting. Alternatively, the Mayor and Council may review the written grievance of the employee in lieu of arranging a meeting with the employee and his representative. In this event, the Mayor and Council shall give the employee a written answer to the grievance within three (3) working days after the date of the review aforesaid. In the event the grievance is not settled at Step 2 of this procedure, the employee may elect to proceed through Civil Service of Step 3 of this grievance procedure. However, upon election of either the Civil Service procedure or Step 3 of the grievance procedure, the choice of the employee then becomes exclusive in nature and he cannot avail himself, at a later time, of the procedure not use by him to settle a grievance.

Step 4:

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

Step 5: Representation

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

SALARY AND LONGEVITY

ARTICLE IX

Section 1: Each employee who was working for the Employer as of June 30, 1994, shall receive an annual salary increase of four (4.0%) percent, which shall be computed against the January, 1994, base salary. Each union member shall, thereafter, receive an additional four and one-half (4.5%) percent salary increase on the new base for the twelve month period beginning July 1, 1995, and concluding June 30, 1996. Each union member shall, thereafter, receive an additional five (5%) percent salary increase on the second year contract base for the twelve month period beginning July 1, 1996, and concluding June 30, 1997.

As a result of the salary increase effective July 1, 1994, all employees covered under this contract shall receive their retroactive pay, prorated from July 1, 1994, within thirty (30) days of the date this agreement is signed by all parties.

Section 2: An employee who performs work in a higher paid title which is clearly outside of his/her Department of Personnel job description for more than 20 consecutive days or after 30 non-consecutive days in a calendar year shall receive the pay of the higher title. In no event shall this procedure be used in lieu of promoting a duly qualified employee when available. In the event that an employee works more than 20 consecutive days, the higher title pay will be retroactive to the first day; in the event of more than 30 non-consecutive days, higher title pay shall begin on the 31st day.

Section 3: Employees sustaining a workmen's compensation compensable injury shall receive full salary during their absence for a maximum of sixteen (16) weeks. Provided, however, any employee engaging in any gainful employment during that period shall forfeit all salary for the entire period of absence. Workmen's Compensation Benefits received for period of absence shall be assigned to the Employer.

Section 4(a) - Longevity: In addition to the wage agreed upon in Section 1 through 3 above, employees shall receive a longevity supplement in accordance with the following schedule:

- A. After five (5) years of service, 3% of hourly rate or salary, whichever applies;
- B. After ten (10) years of service, a total of 6% of the hourly rate or base salary, whichever applies;

C. In no event shall any employee receive more than a \$2,500.00 supplement for longevity;

D. Longevity pay for a calendar year will be spread over the pay periods of employees during that year.

Section 4(b): All longevity, vacation and sick time for Class B employees shall be pro-rated if permanently employed by the Borough.

HOLIDAYS, VACATIONS AND SICK LEAVE

ARTICLE X

A. Class A members shall be entitled to eleven (11) paid Holidays during the term of this contract. The Holidays are listed as follows:

NEW YEAR'S DAY	VETERAN'S DAY
WASHINGTON'S BIRTHDAY	THANKSGIVING DAY
MEMORIAL DAY	DAY AFTER THANKSGIVING
INDEPENDENCE DAY	CHRISTMAS DAY
LABOR DAY	GOOD FRIDAY

One "Floating Holiday" to be selected by the employee with approval of the Borough Administrator on an individual basis.

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

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

CHRISTMAS	NEW YEAR'S DAY
INDEPENDENCE DAY	THANKSGIVING
MEMORIAL DAY	

2A: Crossing Guards will receive five (5) vacation days, five (5) sick days and five (5) floating Holidays to be selected by the employee with the approval of the Borough Administrator. This provision is to allow the Holiday schedule for Crossing Guards to coincide with the school calendar.

B. When an employee is required to work on any of the above Holidays, he shall be paid at the rate of 1 1/2 times the normal hourly rate of pay of said employee, or compensatory time off at the discretion of the employee upon due notice to the Administrator.

1B: If the employee is unable to use his compensatory time due to operational considerations, the employee may request payment within thirty (30) days, upon notice to the Borough Administrator.

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

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

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

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

2C: After January 15th of each year, employees will give thirty (30) days notice when requesting vacation time. Management will have ten (10) days to disapprove a vacation request. Unless the employee receives written notification to the contrary, vacation approval will be automatic.

D. Each Class A employee shall be allowed three (3) "personal days" per year without explanation, provided the request is submitted to the Administrator at least twenty-four (24) hours in advance.

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

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

First year - one sick day per month

Every year thereafter - 15 sick days, credited in January of each year.

The Borough may require a doctor's note in the following instances:

(1) When an employee is sick for five (5) consecutive days or more.

(2) When an employee has used all fifteen (15) sick days before the end of the current calendar year.

(3) When there is a documented pattern of abuse.

F. Reimbursement for unused sick time: Any employee having not less than ten (10) years of service for the Employer shall be compensated at the time of retirement for unused sick time in an amount equal to fifty percent (50%) of his/her daily pay rate at the time of retirement times the number of unused sick days, to a maximum of \$10,000, provided the employee gives written notice of his retirement to the Borough Administrator during the calendar year prior to retirement.

G. Employees shall not be compensated for sick days unless he/she has notified the police dispatcher of his/her absence at least thirty minutes prior to the time of commencement of his/her shift (crossing guards must notify one hour prior).

HOURS AND OVERTIME

ARTICLE XI

A. Work week shall eight (8) hours per day, forty (40) hours per week, except Department of Public Works Employees shall

have their work schedule arranged so as to have adequate employee coverage at all times.

B. Unit members who are required to work overtime shall be approved by the Business Administrator or his designated agent, will be compensated for such overtime work at the rate of 1 1/2 times the normal hourly rate of pay of said employee.

C. Overtime is herewith defined as the work performed by an employee of the Unit exceeding forty (40) hours in any one week, or when said employee of the Unit is recalled to work after duty, there is to be a minimum time of two (2) hours pay.

D. Compensation for overtime shall be paid to any employee on the next date on which a regular payroll can be made by the proper authority.

E. There shall be a fifteen (15) minute coffee break for all employees in the morning, and there shall be a fifteen (15) minute coffee break for all employees in the afternoon.

F. Stand-by-Time: Department of Public Works Employees who report will be paid for two (2) hours minimum. For example: Man going off duty at 12:00 midnight is on stand-by until 2:00 a.m. Employee reporting at 4:00 a.m. is on stand-by from 2:00 a.m. to 4:00 a.m. Schedule of stand-by duty to be promulgated monthly and posted on Police Department Bulletin Board.

G. Where requirements call for round-the-clock operation, shifts shall be scheduled on a rotating basis. Off duty weekends are to be included in this shift rotation.

H. Court appearances by Blue Collar Workers on behalf of the Borough, while off duty, shall be paid through compensatory time.

I. Overtime shall be scheduled and distributed by seniority on a rotating basis. An overtime list, with the most senior employee listed at the top and the least senior employee listed at the bottom, will be maintained by each department of work unit. After working an overtime assignment, the employee's name will drop to the bottom of the list. Overtime shall be distributed equitably. An employee may not work more than eight (8) hours of overtime in a twenty four (24) hour period, unless an emergency arises. Said continued overtime must be approved by the Borough Administrator.

J. Seniority shall prevail as to days off and vacations. Seniority shall also prevail in instances of layoff.

K. The work week for full-time Communications Operators will provide for a half hour lunch.

L. The work schedule for communications operators will provide for a half hour lunch. Due to the special nature of their work, communications operators may opt to take their lunch break at their desk. However, dispatchers will not be required to work their lunch break, except in an emergency.

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

N. The work week for each employee, excluding DPW employees and Dispatchers, is computed as beginning for that employee on the first calendar day of the week that employee is scheduled to work.

O. The borough shall be entitled to redesignate job positions if and when the borough implements Ordinance 2-32, and its amendments, which have already been adopted, regarding the Department of Public Works. This shall be subject to Civil Service approval.

P. It is understood and agreed that the Director of the Department of Public Works shall not be a member of the union.

Q. Any part-time dispatcher who works more than ten (10) consecutive hours will receive a \$1.00 per hour increase in his/her rate of pay for each hour worked over ten (10) consecutive hours. This provision is for part-time fill-in dispatchers only.

HEALTH BENEFITS

ARTICLE XII

A. The Borough shall provide medical, hospital, major medical, dental and prescription co-pay coverage (\$2.00 for generic drugs, and \$5.00 for brand-name drugs) for eligible employees through the borough's health insurance carrier in accordance with schedule A attached and made part of this agreement. Coverage will also include \$50,000.00 in life insurance. The following conditions shall apply:

- (a) Part-time employees: Any employee who is hired on or after the date of execution of this agreement must work 25 hours a week to be covered under health benefits negotiated by the parties of the agreement. Increased medical insurance premiums transferred from auto insurance, to be paid by employee. Part-time employees who are currently receiving single coverage health benefits shall continue to receive the same.
- (b) Any applicant for a job shall be covered for health benefits on the first of the month following the completion of six months.
- (c) An employee covered under the health benefits who resigns or who is discharged shall be covered by the Borough until the end of the month in which he/she resigns or is discharged.
- (d) Employees on leave of absence from the Borough shall be covered for the balance of the month in which they take the leave of absence and an additional one (1) month. In no event shall such employee be covered for more than sixty (60) days. Upon return they shall be covered on the first of the month following their return to work.
- (e) All employees covered under the health benefits who are not working because of a compensable illness or injury shall be covered for the period of their compensable illness or injury for no more than one year or the issuance of the final award of the workmen's compensation board, whichever occurs first. On return to work, such employees shall be covered on the first of the month following their return to work.

B. The Employer is to provide Temporary Disability Insurance through New Jersey's Temporary Disability Insurance program.

C. Any union member who retires with at least twenty-five (25) years of service shall be entitled to post-retirement medical benefits. Such benefits shall also be for the employee's spouse, providing all of the following conditions are met:

- (a) Employee-retiree worked for the Borough of Highlands for twenty-five (25) years.
- (b) The retiree's spouse has been married to the retiree for at least ten (10) full years prior to the date of the retiree's retirement.
- (c) Coverage for the retiree's spouse will terminate upon death of the retiree.
- (d) Coverage for the retiree's spouse shall terminate on divorce of the retiree and his/her spouse.

No other member of the employee's family shall be entitled to medical benefits from the Borough. If the employee wishes to insure his/her dependents, that employee may do so by paying any additional premium, and obtaining the approval of the insurance carrier, if allowed.

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

PREVIOUS FRINGE BENEFITS

ARTICLE XIII

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

SCHOOLING

ARTICLE XIV

A. All employees shall be reimbursed tuition for courses of study related to their job in which they attain a grade of "C" or equivalent to a maximum of five (5) credits and one hundred dollars (\$100.00) per credit per semester. Payment shall be made within forty-five (45) days of presenting a voucher with copy of the school certificate attached.

B. Crossing Guards will receive training in accordance with state requirements. This training will consist of a minimum of two hours of classroom instruction and 20 hours of field work.

BEREAVEMENT LEAVE

ARTICLE XV

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

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

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

WORKING CLOTHES

ARTICLE XVI

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

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

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

Annually: Three (3) shirts, three (3) trousers, and work shoes.

Gloves: Sanitation Department employees shall receive two (2) pairs of winter gloves and two (2) pair of summer gloves at the beginning of the year. Those workers may then trade in worn out gloves for replacements, to a maximum of twenty-four (24) pairs of gloves per year. The employees of the Department of Public Works shall receive

six (6) pairs of gloves per year (three summer and three winter).

Full-time employees shall receive, in addition to articles of clothing, the sum of \$450.00 in the first year of the contract, \$475.00 in the second year of the contract, and \$500.00 in the third year of the contract. In addition thereto, all members of the Department of Public Works shall receive a set of rain gear if needed, and, once supplied, no additional set of rain gear shall be supplied to any member for the next three years, except in the instance of disaster. Those members who "need" a new set of rain gear shall turn in the old set as proof of the need for a new set.

- (b) Communications operators and crossing guards shall receive the sum of \$275.00 for the first year of the contract (July 1, 1994, through June 30, 1995), \$300.00 for the second year of the contract, and \$325.00 for the third year of the contract; which sums shall cover the cost of all uniform requirements. These rates apply to full-time dispatchers only. Part-time dispatchers shall receive half of the amounts set forth herein. Fill-in dispatchers shall receive no uniform allowance.
- (c) Required uniforms must be worn at all times while employee is on duty.
- (d) Uniform allowance payments shall be made by the borough within thirty (30) days of the final signing of this contract for the July 1, 1994, to June 30, 1995, contract year; and by August 15 of each subsequent year of this contract.

JURY AND MILITARY RESERVE DUTY

ARTICLE XVII

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

If an employee is on military reserve duty, the employee shall turn in his/her military service check, in return for which

the employee shall receive full salary. If, however, the employee opts, in writing, not to be paid by the borough, but to retain his/her reserve duty check, the employee may do so.

NO STRIKE, ETC.

ARTICLE XVIII

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

SEVERABILITY AND SAVINGS

ARTICLE XIX

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

CONTRACTUAL NEGOTIATIONS

ARTICLE XX

It is mutually agreed upon by the parties hereto that contractual negotiations for the period beginning July 1, 1997, shall commence on or before April 1, 1997.

AGENCY SHOP BILL

ARTICLE XXI

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

INFORMATION TO THE UNION

ARTICLE XXII

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

UNION TIME OFF

ARTICLE XXIII

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

IN WITNESS WHEREOF we have hereunto set our hands and seals at the Borough of Highlands, County of Monmouth, State of New Jersey on this 9th day of November, 1994.

THE BOROUGH OF HIGHLANDS

Witness:

Nina Light Flannery
NINA LIGHT FLANNERY,
Borough Clerk

BY: Richard C. Schwartz
RICHARD C. SCHWARTZ, Mayor

COMMUNICATIONS WORKERS OF
AMERICA/LOCAL 1032

BY: Nicholas Gallichio
NICHOLAS GALLICHIO

BY: Reggie Robinson
REGGIE ROBINSON

BY: Barry E. McKellar
BARRY E. MC KELLAR

BY: Diane L. Hammer
DIANE L. HAMMER

BY: William A. Little
WILLIAM A. LITTLE

SCHEDULE A
HEALTH BENEFIT PLAN HIGHLIGHTS
MUNICIPALITY OF HIGHLANDS

1. \$150 DEDUCTIBLE, 2 DEDUCTIBLES MAXIMUM PER FAMILY (FOR MAXIMUM DEDUCTIBLE OF \$300).
2. 80% COVERAGE TO \$2,000, 100% THEREAFTER.
3. UNLIMITED LIFETIME MAXIMUM.
4. \$50,000 GROUP TERM LIFE INSURANCE.
5. DEPENDENTS COVERED UNTIL AGE 23; TO AGE 25 IF A FULL-TIME STUDENT.
6. HOSPITAL COVERAGE--FIRST \$5,000.00 COVERED 100%, THEN SUBJECT TO DEDUCTIBLE.
7. EMERGENCY ROOM COVERAGE--100% COVERED.
8. PRESCRIPTION CARD: \$2.00 FOR GENERIC DRUGS, AND \$5.00 FOR BRAND-NAME DRUGS.
9. FULL DENTAL COVERAGE, INCLUDES ORTHODONTURE: \$50 DEDUCTIBLE, \$1,000 PER YEAR MAXIMUM, 100% PREVENTIVE, 80% BASIC, 50% MAJOR.
10. COVERAGE PROVIDED TO ALL PHYSICIANS AND HOSPITALS.
11. ONLY ONE CLAIM FORM PER YEAR NEEDED.
12. WELL BABY CARE--ALL COVERED PRIOR TO 5TH BIRTHDAY.
13. PREVENTIVE CARE: COVERS ALL EXAMS, TESTS, INOCULATIONS, ETC. AGE 5 AND UP. CALENDAR YEAR DEDUCTIBLE IS WAIVED; PAID AT 80% UP TO \$200.00 IN PREVENTIVE CARE BILLS PER PERSON PER CALENDAR YEAR.
14. FULL REIMBURSEMENT FOR OFFICE VISITS; DOES NOT APPLY TO PREVENTIVE CARE OR ANNUAL VISITS.
15. X-RAY AND LABS--100%

Mrs. Howard offered the following resolution and moved its adoption:

R-94-218
RESOLUTION APPROVING AND AUTHORIZING SIGNING OF
EMPLOYEE AGREEMENT WITH
LOCAL 1032, COMMUNICATIONS WORKERS OF AMERICA

WHEREAS, the governing body has been involved in contract negotiations for the public employee collective bargaining agreement which expired on June 30, 1994; and

WHEREAS, the union (Local 1032, COMMUNICATIONS WORKERS OF AMERICA) and representatives of the governing body, have negotiated at length the terms to be included in an agreement between the Borough of Highlands and the employees subject to the terms thereof; and

WHEREAS, said agreement shall be made retroactive to July 1, 1994, and run for a total of three years; and

WHEREAS, the form of agreement attached hereto has been approved by the Mayor and Council on the recommendation of its negotiating committee;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Highlands that the attached agreement between the Borough of Highlands that the attached agreement between the Borough of Highlands and Local 1032, COMMUNICATIONS WORKERS OF AMERICA, said contract to run from July 1, 1994, through June 30, 1997, inclusively, be and the same is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to sign the aforementioned agreement on behalf of the Borough of Highlands.

Seconded by Mayor Schwartz and adopted on the following roll call vote:

ROLL CALL:

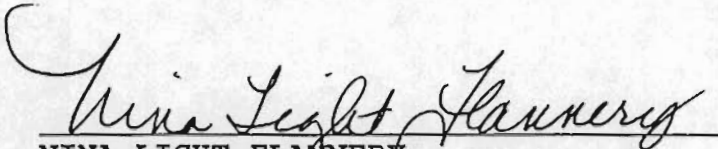
AYES: Mr. Fitzgerald, Mr. Cosgrove, Mrs. Howard, Mayor Schwartz

NAYES: None

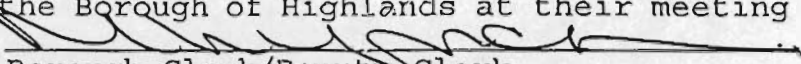
ABSENT: Mr. Rauen

ABSTAIN: None

Date: November 9, 1994


NINA LIGHT FLANNERY
Borough Clerk

I hereby certify that this is a true copy of a Resolution adopted by the Governing Body of the Borough of Highlands at their meeting held on November 9, 1994.


Borough Clerk/Deputy Clerk