

**AGREEMENT
BETWEEN
BOROUGH OF PINE HILL
AND
COMMUNICATION WORKERS OF AMERICA LOCAL 1014
JANUARY 1, 2021 TO DECEMBER 31, 2024**



TABLE OF CONTENTS

PREAMBLE..... 1

ARTICLE 1– RECOGNITION. 1

ARTICLE 2 – UNION DUES..... 1

ARTICLE 3 – WORK SCHEDULE. 1

ARTICLE 4 – OVERTIME. 2

ARTICLE 5 – CALL-IN TIME. 3

ARTICLE 6 – LAYOFF. 3

ARTICLE 7 – SENIORITY. 4

ARTICLE 8 – HOLIDAYS..... 4

ARTICLE 9 – SAFETY AND HEALTH..... 5

ARTICLE 10 – BILL OF RIGHTS..... 5

ARTICLE 11 – WORKERS’ COMPENSATION. 6

ARTICLE 12 – INSURANCE..... 7

ARTICLE 13 – PAY PERIOD AND PAY DAY 8

ARTICLE 14 – GENERAL PROVISIONS..... 8

ARTICLE 15 – EQUAL TREATMENT..... 9

ARTICLE 16 – VACATIONS. 9

ARTICLE 17 – SICK LEAVE. 10

ARTICLE 18 – MILITARY LEAVE..... 12

ARTICLE 19 – LEAVES OF ABSENCE. 12

ARTICLE 20 – SEPARABILITY. 12

ARTICLE 21 – GRIEVANCE PROCEDURE..... 13

ARTICLE 22 – MISCELLANEOUS PROVISIONS..... 14

ARTICLE 23 – WAGE SCHEDULE..... 15

ARTICLE 24 – LONGEVITY. 17

ARTICLE 25 – FULLY BARGAINED AGREEMENT. 17

ARTICLE 26 – WORKPLACE DEMOCRACY ACT. 18

ARTICLE 27 – DURATION..... 18

PREAMBLE

This Agreement entered into by the Borough of Pine Hill, hereinafter referred to as the "Employer," and Communications Workers of America Local 1014, hereinafter referred to as "CWA Local 1014" or the "Union," has as its purpose the promotion of harmonious relations between the Employer and the Union, 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. The effective date of this Agreement shall be January 1, 2021.

ARTICLE 1 - RECOGNITION

A. The Employer recognizes the Union as the sole and exclusive representative for the purpose of establishing salaries, wages, hours and other conditions of employment for all full-time and regularly employed part-time employees as reflected in the Certification of Representation issued by PERC in Docket No. RO-2000-72, and for such additional classifications as the parties may later agree to include. The Borough shall notify the Union in writing prior to the creation of new titles, or new classifications of employees, or the filling of existing positions.

ARTICLE 2 – UNION DUES

A. The Employer agrees to deduct the monthly Union membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and aggregate deductions of all employees shall be remitted to the Treasurer of the Union together with a list of names of all employees for whom the deductions were made, by the 10th day of the succeeding month after each deduction is made.

ARTICLE 3 - WORK SCHEDULE

A. The regularly scheduled work week shall consist of five consecutive days, Monday through Friday.

1. The work day for employees in the Public Works Department shall be 7:00 a.m. to 3:00 p.m., which shall include a one half-hour paid lunch break. Summer hours for the Department of Public Works shall be 6:00 a.m. to 2:00 p.m. Summer hours shall be adhered to from July 1 through August 31 each year.

2. The work day for employees of the Police Department shall be seven and one half-hours, which shall include a paid one half-hour lunch break. The work day may be scheduled anytime between 8:00 a.m. and 5:00 p.m., with the Police Clerks working overlapping shifts.

3. The regular schedule for the Bus Driver shall be 19 hours per week, with the exception of when there is a special trip or run, which will necessitate extra hours. The regular Bus

Driver shall be given preference to work these hours and shall be paid at his/her regular hourly rate. These added hours shall not be deducted from the regularly scheduled 19-hour work week. The Bus Driver has an annual cap of 1,035 hours to be calculated on actual hours worked.

4. Qualified Maintenance II employees may substitute for the bus driver when necessary to comply with the annual cap of 1,035 hours.

5. All other full-time employees covered by this Agreement (with the exception of employees assigned to the Municipal Court, whose regularly scheduled hours shall include all regularly scheduled sessions of the Municipal Court) shall work a seven and one-half hour work day which shall include a paid one half-hour lunch break. The work day may be scheduled any time between 8:00 a.m. and 4:30 p.m.

B. Employees shall be granted two (2) fifteen-minute paid rest breaks, one in the AM and one in the PM.

C. The work shift shall not change without first having discussed such needs for same with the Representative from the Union and the affected employee(s).

D. All employees may be required to clock "in" and "out" at the assigned starting and stopping times and the assigned times for lunch. No employee is permitted to clock "in" or "out" for another employee, and no employee is permitted to have his or her time card punched by another person. Time cards may not be altered except with the express written approval of the designated management official. Failure to abide by these provisions may result in discipline up to and including discharge of the involved employee(s).

ARTICLE 4 - OVERTIME

A. Employees shall be compensated for all hours worked in excess of the normal week at straight time to and including the fortieth hour and time and one half for any amount beyond forty hours.

B. All work performed on Sunday shall be compensated at the rate of double time.

C. Overtime shall be based on seniority and ability to perform the job. A list of employees ranked by seniority shall be maintained for this purpose. Whenever an employee accepts an overtime assignment, that employee shall be moved to the bottom of the list and shall be the last employee offered the next overtime assignment. In the case of involuntary overtime, the least senior employee capable of doing the work shall be required to accept the assignment. Employees on pre-approved leave shall not be considered available for assignment.

D. If any employee is required to work beyond his/her normal work day hours, he/she shall be guaranteed at least one hour pay.

ARTICLE 5 - CALL-IN TIME

A. Public Works employees shall be required to be on-call on a weekly basis to respond to emergencies which arise outside of their normal schedule. Employees shall be paid 8 hours of pay at time and a half to be included in their regular base pay and provided a telephone for each week of on-call duty. When called, an employee shall have 60 minutes from the time of the telephone call to clock-in at the Davis Avenue facility. An employee may substitute a weekly on-call assignment, or portion thereof, by providing written notice, or text for substitutions after hours, to his or her supervisor, but the employee with the telephone shall be responsible to ensure that the work is performed. Once reporting to work, the employee shall be compensated in accordance with the call-in process according to the provisions of Section B below.

B. Any employee, who is required to return to work during periods other than his/her regularly scheduled hours, shall be guaranteed no less than four (4) hours pay, regardless of the number hours actually worked. Actual time worked will be paid at the applicable overtime rate. Idle time (time not worked) will be paid at a straight time rate. Time worked would start 30 minutes prior to the employee's arrival at work and up to fifteen (15) minutes after clocking or signing out.

ARTICLE 6 - LAYOFF

A. In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority. The Employer agrees to contact the Union when the need for layoffs is apparent. The parties agree to meet as soon as possible to discuss the potential layoffs, as well as any alternative measures. In the event that an alternative solution cannot be agreed upon, the Employer will provide thirty (30) days' notice (prior to any layoff) to the Union and the affected employee(s).

1. Employees who are laid-off shall be permitted to bump less senior employees in other classifications so long as the employee is qualified to perform the work of that position. Qualifications will be determined by the Borough Administration.

2. Employees who are laid-off shall be placed on a Special Re-Employment List and shall be the first to be offered any job openings for which they are qualified, in order of seniority. If an employee refuses the offer their name shall be removed from the Special Re-Employment List. If an employee is offered and accepts the appointment to a position which is different from the position they were laid-off from or to a position which is paid at a lower rate than the position they were laid-off from, and then their former position subsequently becomes available, that employee shall be first to be offered the job opening in the position they were laid-off from, so long as they remain qualified to perform the duties of the position.

3. Employees shall be brought back at the same rate of pay or the starting salary for the title which they were rehired whichever of the two are higher, but in no circumstance, should rehired employee's hourly rate exceed the highest salary of the applicable title.

ARTICLE 7 - SENIORITY

A. Seniority is an employee’s total length of service with the Borough, beginning with his/her last date of hire. In cases where an employee was laid off, seniority is the employee’s total length of service with the Borough beginning with his/her original date of hire.

B. An employee having broken service with the Borough (as distinguished from Article 19 - Leave of Absence - Section A in a no pay status) shall not accrue seniority credit for the time when not employed by the Borough.

C. If any question should arise concerning two or more employees who were hired on the same date, the following shall apply:

1. For employees with the same total length of service, seniority preference shall be given in alphabetical order of the employee’s last name at the time of hire.

D. In all cases of promotions, demotions, layoff, recall, vacation scheduling and other situations where substantial employee advantages or disadvantages are concerned, an employee with the greatest amount of seniority shall be given preference, provided he/she has the ability to do the work involved as determined by the Borough Administrator.

E. A list shall be maintained by the Department indicating the number of jobs available. Such jobs shall be open for bid by all employees based upon seniority and ability to do the work as determined by the Borough Administrator.

ARTICLE 8 - HOLIDAYS

The following days are recognized as paid holiday:

- | | |
|------------------------|---------------------------------|
| New Year’s Day | Columbus Day |
| Martin Luther King Day | Veteran’s Day |
| President’s Day | Thanksgiving Day |
| Good Friday | Friday after Thanksgiving Day |
| Memorial Day | One half day for Christmas Eve |
| Fourth of July | Christmas Day |
| Labor Day | One half day for New Year’s Eve |

A. Holidays which fall on a Saturday, shall be celebrated on the preceding Friday. Holidays which fall on a Sunday, shall be celebrated on the following Monday. Holidays which fall within an employee’s vacation period, shall be celebrated at the employee’s option, any time during the year. Holidays which fall during an employee’s vacation, during the month of December, shall be carried over into the next year and be taken during the first quarter of that year.

B. Any Holiday or day-off granted to other Borough employees, by resolution of the Borough Council or Mayor or the Mayor's designee, shall be granted to employees covered by this Agreement.

C. Any day declared a National Holiday by the President of the United States, shall be granted to employees covered by this Agreement.

D. All hours worked on holidays are to be paid time and one-half plus holiday pay.

E. Employees covered by this Agreement shall receive three (3) days of personal leave per year which shall be used at the approval of his or her department head. Employees shall be allowed to use personal leave in increments as small as one (1) hour for up to eight (8) hours annually, with the remaining time to be used in increments of half and full days. Personal leave shall not be unreasonably denied. In addition, each employee shall have the option to convert annually two (2) sick days to personal days. If the employee retires or leaves in good standing, personal leave will be distributed (paid) on a prorated basis. All personal leave must be used in the calendar year that it is earned.

ARTICLE 9 - SAFETY AND HEALTH

A. The employer shall at all times maintain safe and healthful working conditions, and will provide employees with wearing apparel, tools or devices that may be reasonably necessary to insure their safety and health.

B. A safety committee shall be formed having one member from Management and one from the Union.

C. During snow and ice removal, the Borough will maintain adequate staffing by Public Works employees to ensure the safe operations of each truck.

ARTICLE 10 - BILL OF RIGHTS

A. To ensure that the individual rights of employees in the Bargaining Unit are not violated, the following shall represent the employees' Bill of Rights:

1. An employee shall be entitled to a disciplinary hearing. No disciplinary action involving a suspension of less than six (6) days shall be implemented until after Step 3 of the Grievance Procedure has been concluded. If, the employee files a grievance contesting the disciplinary action. In circumstances where the Borough considers that an employee's action could potentially cause harm to himself/herself, to other employees or to Borough property, the employee may be suspended immediately.

2. An employee shall be entitled to Union representation at the disciplinary hearing.

3. Employees will be disciplined for just cause only.

4. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.

5. No employee shall be required by the Employer and/or its Agents to submit to an interrogation unless the employee is afforded the opportunity of Union representation.

6. No recording devices or stenographer of any kind shall be used during any meeting unless both Union and Employer are made aware of their use prior to such meeting.

7. In all disciplinary hearings, the employee shall be presumed innocent until proven guilty and the burden of proof shall be on the Employer.

8. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his/her hours, wages or working conditions as the result of the exercise of his/her rights under this Agreement.

9. The first ninety (90) calendar days of employment with the Borough shall constitute the probationary period. During these ninety (90) calendar days, the probationary employee may be terminated, and such termination shall not be reviewable through this Agreement either by disciplinary hearing or the grievance procedure. However, during the ninety (90) calendar day probationary period, the employee shall receive at least one (1) evaluation, after forty-five (45) days which shall indicate the employee's progress and identify any areas which need improvement, along with the recommendations as to how to improve. The failure to provide this evaluation shall be subject to the grievance procedure.

10. The Union as well as the affected employee shall receive a copy of any disciplinary action and attachment(s) which are placed in an employee's file. All employees shall have the right to review their personnel file in the presence of a management official or designee upon reasonable request.

ARTICLE 11 - WORKERS' COMPENSATION

A. When an employee is injured on duty, he/she is to receive Workers' Compensation due him/her plus the difference between the amounts received as compensation and his/her salary during the period of temporary disability only, not to exceed one year.

B. An employee who is injured on the job and is sent home, or to a hospital, or doctor's office to obtain medical attention, shall receive pay at the applicable rate for the balance of his/her regular shift for that day.

C. The employee shall notify his/her department head of the work-related injury or illness as soon as possible. The employee shall be required to present evidence by a certificate of a duly authorized physician that he/she is unable to work, and the Borough may reasonably require the employee to present such certificate from time to time.

ARTICLE 12 - INSURANCE

A. The Borough will continue to offer the current HIF Patriot V Plan (or an equivalent or better program) and the option of a lower cost alternative plan. Employees will contribute towards the cost of health coverage in accordance with the applicable provisions and schedules set forth in chapter 78, P.L. 2011. Health benefit premium contributions shall be subject to negotiations in accordance with the provisions of Chapter 78. Premium payments shall be made on a pre-tax basis pursuant to an IRS Section 125, Salary Reduction Premium Only Plan, in accordance with the Borough's regular payroll practices.

B. Pursuant to Chapter 78, P.L. 2011, the Employer shall establish a flexible spending account (FSA) to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by their health benefits plan, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. § 125.

C. There shall be no change in the Dental Plan presently in effect and paid for by the Employer on behalf of its employees and their families except in the case of a new plan that is equivalent or better.

D. The Employer shall provide disability insurance for its employees under the New Jersey State TDI program, or an equivalent plan.

E. Each year the Employer shall pay for one optical exam for each employee. Employees shall first be required to utilize their insurance coverage for optical examinations. The Borough of Pine Hill shall cover the full cost of employees' prescription eyewear up to \$300 per year, inclusive of contact lenses. A receipt will be turned in to the Finance Office for reimbursement.

F. Employer paid health insurance is limited to employees regularly scheduled to work a minimum of 25 hours per week.

G. The employer shall continue to provide the Borough-wide Rx card-based program which includes co-pays of \$20/generic drugs, \$40/preferred brand name drugs, \$60/non-preferred brand name drugs and 90-day mail prescriptions/2X retail co-pay and a step therapy cost containment

provision. Note: The employee pays the lesser of the cost of the prescription or the designated co-payment.

H. The \$1,000 annual reimbursement plan may be used for unreimbursed deductible, co-pay and co-insurance (but not premium) payments for medical, prescription and dental expenses incurred each calendar year. Effective as soon as practicable after the signing of the agreement, each employee shall be issued a debit card, with an \$1,000 annual reimbursement to be used at point of service for unreimbursed deductibles, co-pays, and co-insurance (but not premium) payments, for medical, prescription, and dental expenses incurred annually.

ARTICLE 13 - PAY PERIOD & PAY DAY

A. All Employees covered under this Agreement shall be paid biweekly.

B. When the regular pay day occurs on a holiday, the Borough shall pay the employees on the regular work day preceding the holiday.

ARTICLE 14 - GENERAL PROVISIONS

A. BULLETIN BOARDS will be provided by the Employer at permanent work locations for the use of the Union, for the sole purpose of posting Union announcements and other information.

B. UNION ACTIVITIES ON EMPLOYER'S TIME & PREMISES - The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union representatives shall be allowed to:

1. Post Union Notices
2. Distribute Union Literature
3. Meet with employees concerning grievances; investigate grievances; attend grievance hearings or meetings; attend disciplinary hearings and/or attend negotiations.
4. Transmit communications authorized by the Union or its officers, to the Employer or his/her representatives, both written and oral.
5. Solicit Union membership during other employee's non-working time.
6. One representative of the Union shall be permitted one (1) day off with pay per year to attend the annual Union seminar. The Union will provide at least thirty (30) days advance notice to the Borough of the date, time and individual who will be attending said seminar. An additional three (3) hours with pay ten (10) times per year shall be granted for a Union

representative to attend shop steward meetings. The Union will provide the Employer a yearly schedule of these meetings in advance. Verification of attendance may be requested by the Borough.

C. VISITS BY UNION REPRESENTATIVES - The Employer agrees that accredited representatives of the Union shall have the right to visit the premises during working hours, so long as such visit does not interfere with employees' duties.

D. POSTING OF POSITIONS - Vacant positions or newly created positions shall be posted on the Union's bulletin board for a period of not less than ten (10) working days. Copies of the posting will be provided to the designated Union representative at the same time they are posted on the Union's bulletin board. Employee(s) shall be given preference as long as they have the ability to perform the position prior to the Borough opening the position to the general public. The notice shall include title, weekly hours and hourly rate of pay.

E. Part-time employees will earn vacation time, sick time, holidays and personal days on a pro-rated basis.

ARTICLE 15 - EQUAL TREATMENT

A. There shall be no coercion, intimidation, or discrimination on the part of either the Employer or Union, or their respective agents, officers or members, against any employee covered by this Agreement for reasons of age, sex, race, religious belief, political affiliation, disability, national origin or Union membership or non-membership.

B. This agreement shall be equitably applied to all employees covered by this agreement.

C. The Borough may establish reasonable and necessary rules of work and conduct for employees. Borough agrees to abide by N.J.S.A. 34:13A-5.3.

ARTICLE 16 - VACATIONS

A. Vacation time shall accrue at the following rates:

1. Up to one year of service, (1) working day for each month or part thereof.
2. Commencing with the second year of service, 12 working days' vacation during each year of service.
3. Commencing with the fifth (5th) year of service, fifteen (15) working days' vacation per year.
4. Commencing with the tenth (10th) year of service, twenty (20) working days' vacation per year.

5. Upon completion of the twentieth (20th) year of service, twenty-five (25) working days' vacation per year.

B. Any increase in vacation days shall become effective at the anniversary date of the original date of hire as shown on the seniority roster.

C. Vacation time not used in any year shall be carried forward into the next succeeding year and must be taken that year or lost.

D. Upon retirement, resignation or layoff, an employee shall be paid on a prorated basis for all of his/her accrued vacation leave at his/her current hourly rate of pay.

ARTICLE 17 - SICK LEAVE

A. Full-time employees covered by this Agreement shall receive eighteen (18) days sick leave per calendar year. If any employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year, and he/she shall be entitled to such accumulated sick leave with pay when needed.

B. An employee may take sick leave with pay for the following reasons:

1. The employee is unable to perform his or her assigned duties because of personal illness, injury or other health condition. This includes time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee.

2. To aid or care for a family member of the employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury, or other adverse health condition, or during preventive medical care for the family member. "Family member" means a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of the employee, or a sibling of a spouse, domestic partner, or civil union partner of the employee, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

3. Due to circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual

violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence.

4. Due to the employee not being able to work because of a closure of the employee's workplace, or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others.

5. For time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

C. An employee who does not expect to report to work because of a personal illness or for any reason included in the definition of a sick leave, shall notify his/her immediate superior by telephone or personal message prior to the employee's usual reporting time, except in cases of extreme emergencies where the employee is not able to do so.

D. Accumulation of sick days from year to year is unlimited.

E. Upon retirement or resignation or layoff, an employee shall be paid for all of his/her unused sick time accrued prior to April 12, 2001 at his/her current hourly rate of pay. For additional sick time accrued after April 12, 2001, the maximum amount of additional unused and accumulated sick time to be paid upon retirement, resignation or a lay-off will be 405 hours at his/her current hourly rate, subject to a maximum of \$15,000. (Sick leave accumulated prior to April 12, 2001, remains governed by prior agreement, as noted above.)

F. In case of prolonged illness, when an employee exhausts his/her accrued sick leave, the employee may authorize the Borough to use his/her vacation time as sick time.

G. Should an official holiday occur while an employee is on sick leave, he/she shall not have that holiday charged against his/her sick leave.

ARTICLE 18 - MILITARY LEAVE

A. Any employee who is a member of a reserve force of the United State or this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State, shall be granted a leave of absence during the period of such activity.

B. Any employee, who enters into active service in the armed forces of the United States, while in the service of the Borough, shall be granted a leave of absence for the period of Military service.

C. Employees returning from authorized leaves of absence, as set forth herein, will be reinstated to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits.

ARTICLE 19 - LEAVES OF ABSENCE

A. Any employee desiring a leave of absence without pay from his/her Employer must secure written permission from the Borough with notice to the Union. The maximum leave of absence shall be six (6) months and may be extended for up to a maximum of one (1) year.

Permission for an extension must be secured from the Borough with notice to the Union.

B. In the event of a death in the employee's family, time off with pay shall be granted as follows:

1. Spouse, children and stepchildren - five (5) days.
2. Father, mother, stepparent, siblings and step-siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren - three (3) days.
3. Employees may use sick, vacation or personal time for additional time off.

ARTICLE 20 - SEPARABILITY

A. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Agreement which shall remain in full force and effect.

ARTICLE 21 - GRIEVANCE PROCEDURE

A. A grievance, or dispute that might arise between the parties with reference to the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

1. The aggrieved or the Union, shall institute action under this provision hereof within fourteen (14) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between aggrieved employee, the Union and the immediate supervisor for the purpose of resolving the matter formally. Failure to file within fourteen (14) calendar days of the event shall be deemed to constitute an abandonment of the grievance. Upon proper presentation of the grievance, the immediate supervisor shall then attempt to adjust the matter and shall respond to the employee or Union within seven (7) calendar days.

2. If the Grievance is not settled at Step 1, it shall be presented, in writing, by the Union to the designated Borough Council representative within fourteen (14) calendar days of the date the original response from Step 1 was due. The Council representative shall then attempt to adjust the matter and shall respond to the Union within seven (7) calendar days after receipt of the written grievance.

3. If the Grievance is not settled at Step 2, it shall be presented, in writing, by the Union to the Borough Council within fourteen (14) calendar days of the date the original response from Step 2 was due. The Council shall meet with the Union and aggrieved employee(s) at their next meeting and respond in writing within seven (7) calendar days thereafter.

4. If the grievance still remains unsettled, the Union may within thirty (30) calendar days after the reply of the Borough Council is due, by written notice, proceed to arbitration. The Union and Council can mutually agree upon a longer time period within which to adjust the grievance before going to arbitration.

- a. The Public Employment Relations Commission (PERC) shall be requested by either or both parties to provide a panel of Arbitrators for the parties to choose from. The arbitrator shall be selected in accordance with PERC's rules and regulations. The Arbitrator shall restrict his/her inquiry to the standards established by this Agreement only and his/her decision shall be final and binding on both parties. The Arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument. The costs for the services of the arbitrator shall be borne equally by the parties.
- b. The Union will notify the Employer, in writing, of the names of employees who are designated by the Union to represent employees under the grievance procedure.

- c. Agents of the Union, who are not employees of the Borough, will be permitted to visit with employees during working hours for the purpose of discussing union representation matters, so long as such right is reasonably exercised and there is not undue interference with work progress. (Such representative shall also be recognized by the Borough as authorized spokesman for the Union in the matters between the parties regarding employees' representation matters.)
 - d. The Borough and the Union agree, in conjunction with the grievance procedure, that each will give reasonable consideration to a request of the other party for meetings to discuss grievances pending at any step of the grievance procedure.
- B. Failure to respond, at any level, shall be interpreted to be a denial of the grievance.

ARTICLE 22 - MISCELLANEOUS PROVISIONS

A. It is agreed that the representatives of the Employer and the Union will meet from time to time, upon request of either party, to discuss matters of general interest or concern, matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party which shall reflect the precise agenda of the meeting.

B. The jurisdiction and authority of the Employer over matters not covered by this Agreement are expressly reserved and implied reserved by the Employer in accordance with the laws of the State of New Jersey.

C. An employee, who is injured in the performance of his/her duties, shall immediately report the accident to his/her supervisor.

D. The Employer shall provide uniforms for each of its Public Works Department employees covered under this agreement. Said uniforms shall be replaced each year on an as needed basis. Public Works Department employees shall be reimbursed \$125, increased to \$150 effective 2018, per pair, for the cost of work boots as follows: one pair of boots in 2017 and 2019 and two pairs of boots in 2018 and 2020. Reimbursement for the annual replacement of winter outerwear will be made to a maximum of \$125. Deputy court clerks and police clerks shall receive reimbursement up to \$250.00 per year for the purchase and/or cleaning of uniforms upon submission of receipts.

E. During the initial probationary period, no benefits shall accrue. After the probationary period has been successfully completed, vacation, sick and personal time shall be credited retroactively.

F. Employees required to travel on authorized necessary Borough business and who are required to use their personal vehicle shall be reimbursed at the applicable IRS rate per mile, plus tolls and parking.

G. When an employee is required by the Borough to attend educational courses or training, the cost of such will be paid by the Employer in addition to compensation for all hours beyond the regular work schedule and Section G, if applicable.

H. If an employee requests to the Borough and is approved by the Borough to attend education courses or training, the cost of such will be paid by the Employer. There will be no other additional compensation.

ARTICLE 23 - WAGE SCHEDULE

All employees shall receive a pay rate increase of \$0.60 retroactive January 1, 2021.

All employees shall receive a pay rate increase of \$0.60 effective January 1, 2022.

All employees shall receive a pay rate increase of \$0.65 effective January 1, 2023.

All employees shall receive a pay rate increase of \$0.65 effective January 1, 2024.

TOP RATES

Position	2021	2022	2023	2024
Accounts Clerk	\$26.43	\$27.03	\$27.68	\$28.33
Accounts Payable	\$32.92	\$33.52	\$34.17	\$34.82
Assessor Clerk	\$32.37	\$32.97	\$33.62	\$34.27
Bus Driver	\$22.17	\$22.77	\$23.42	\$24.07
Clerk Typist	\$26.43	\$27.03	\$27.68	\$28.33
Construction Code Compliance Assistant				
Construction Secretary	\$22.99	\$23.59	\$24.24	\$24.89
Deputy Court Clerk/Violations Clerk	\$28.78	\$29.38	\$30.03	\$30.68
Deputy Tax Collector	\$32.37	\$32.97	\$33.62	\$34.27
Director Public Assistance	\$.60 over 2020 rate	\$.60 over 2021 rate	\$.60 over 2022 rate	\$.60 over 2023 rate

Laborer	\$18.62	\$19.22	\$19.87	\$20.52
Laborer Custodian	\$18.62	\$19.22	\$19.87	\$20.52
Lead Maintenance	\$28.31	\$28.91	\$29.56	\$30.21
Maintenance One	\$26.47	\$27.07	\$27.72	\$28.37
Maintenance Two	\$24.54	\$25.14	\$25.79	\$26.44
Payroll Clerk	\$32.38	\$32.98	\$33.63	\$34.28
Police Clerk	\$28.78	\$29.38	\$30.03	\$30.68
Tax Clerk	\$32.37	\$32.97	\$33.62	\$34.27

Payment shall be retroactive to January 1, 2021.

B. The starting rates for new employees shall remain throughout the term of the contract as reflected on the schedule below, with any employer hired according to these rates receiving the negotiated \$.60 cent increase each January 1 thereafter:

STARTING RATES	
Position	Hourly Rate
Accounts Clerk	\$15.00
Accounts Payable	\$15.00
Assessor Clerk	\$16.00
Bus Driver	\$15.00
Clerk Typist	\$15.50
Construction Code Compliance Assistant	\$16.50
Construction Secretary	\$16.75
Deputy Court Clerk/Violations Clerk	\$15.00
Deputy Tax Collector	\$16.25
Director Public Assistance (Annual)	\$5,500 (year)
Laborer	\$15.00
Laborer/Custodian	\$15.00
Lead Maintenance	
Maintenance I	\$17.50
Maintenance II	\$16.00
Payroll Clerk	\$16.75
Police Clerk	\$16.00
Tax Clerk	\$16.00
Temporary/Seasonal Laborers	\$15.00

Maintenance II - who obtain their A license will receive the difference between the starting rate of Maintenance II and Maintenance I if not already at the top rate of pay for Maintenance II.

Maintenance I - CDL License - Class A
Maintenance II - CDL License - Class B

ARTICLE 24 - LONGEVITY

A. Longevity payments will be made to the employees covered by this Agreement in accordance with the schedule outlined below. In order to be eligible for longevity payment, an employee must have a minimum of five (5) years' service in the year longevity is to be paid, regardless of when the employee's actual anniversary date falls as defined in Article 7 - Section A.

Commencing with the 6th through the 10th year of service	\$1,195.00
Commencing with the 11th through the 15th year of service	\$1,345.00
Commencing with the 16th through the 20th year of service	\$1,525.00
Commencing with the 21st year and more years of service	\$1,735.00

B. Members of the bargaining unit, employed by the Borough of Pine Hill prior to the ratification of this Agreement, will continue to qualify for longevity payments based on the language contained in the '90 through '92 contract which reads "commencing with 5th...commencing with 10th ...commencing with 15th...commencing with 20th.

C. The above payments are effective as of January 1, 2014 for 2014 and thereafter and will be paid along with the regular base payroll payments for pension purposes, but will not be counted for the purposes of wage increase, overtime calculations, etc. Employees hired after December 31, 2013 are not eligible for longevity.

ARTICLE 25 - FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 26 – WORKPLACE DEMOCRACY ACT

A. The right to meet with individual employees on the premises of the Borough during the workday to investigate and discuss grievances, workplace-related complaints, and other workplace issues;

B. The right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the Borough's premises to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of CWA Local 1014, and internal union matters involving the governance or business of CWA Local 1014;

C. The right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 and a maximum of 120 minutes, within 30 calendar days from the date of hire, during new employee orientations, or if the Borough does not conduct new employee orientations, at individual or group meetings.

D. Within 10 calendar days from the date of hire of negotiations unit employees, the Borough shall provide the following contact information to CWA Local 1014 in an Excel file format or other format agreed to by the CWA: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the Borough, date of hire, and work email address and any personal email address on file with the Borough. Every 120 calendar days beginning on January 1, 2020 the Borough shall provide CWA Local 1014, in an Excel file or similar format agreed to by the CWA, the following information for all negotiations unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the Employer.

E. The home addresses, phone numbers, email addresses, dates of birth, and negotiation units and groupings of employees, and the emails or other communications between CWA Local 1014 and their members, and non-members, are not government records and are exempt from any disclosure requirements of P.L. 1963, c. 73 (C.47:1A-1 et seq.).

F. CWA Local 1014 shall have the right to use the email systems of the Borough to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiation agreements, the investigation of grievances, other work-place related complaints and issues, and internal union matters involving the governance or business of the Union.

G. CWA Local 1014 shall have the right to use government buildings and other facilities that are owned or leased by the Borough to conduct meetings with their unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with Borough

operations. Meetings conducted in Borough buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. CWA Local 1014 conducting a meeting in a Borough building or facility pursuant to this section may be charged for maintenance, security and other costs related to the use of the building or facility that would not otherwise be incurred by the Borough.

ARTICLE 26 - DURATION

A. This Agreement shall be in full force and effect as of January 1, 2021 and shall remain in effect through and including December 31, 2024 without any reopening date.

B. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing no sooner than one hundred fifty (150) days nor later than one hundred twenty (120) days prior to the expiration of this agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be signed by their proper officials, and their seals attached, this 1st day of March, 2021.

ATTEST



By Borough of Pine Hill



By CWA Local 1014

