

**THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
BOROUGH OF ISLAND HEIGHTS, NEW JERSEY
AND THE
COMMUNICATION WORKERS OF AMERICA
LOCAL 1088
JANUARY 1, 2025
THROUGH
DECEMBER 31, 2027**

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PREAMBLE

THIS AGREEMENT is hereby made by and between the Borough of Island Heights, a municipality in the County of Ocean, State of New Jersey, which hereinafter will be referred to as the "Borough" or the "Employer", and the Communication Workers of America, Local 1088, which hereinafter will be referred to as the "Union" or the "Employees", and represents the complete and final understanding by the parties on all negotiable issues. This agreement for the establishment of salaries, benefits and enumeration of terms and conditions of employment shall be effective January 1, 2025 through December 31, 2027.

PURPOSE OF CONTRACT

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

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

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by several vertical strokes.

ARTICLE I-RECOGNITION

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

ARTICLE II-MANAGEMENT RIGHTS

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

1. To the executive management and administrative control of the Borough Government (i.e. The Borough of Island Heights) and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible.
2. To hire all Employees, to determine their qualifications and conditions for continued employment or assignment, to promote, transfer, assign or retain employees in positions within the Borough, and in that regard to establish reasonable work rules. Such rules will be equitably applied and enforced.

A handwritten signature in black ink, consisting of a large, stylized capital letter 'P' followed by several vertical strokes.

3. To lay off Employees, in accordance with Article XIV of this Contract; in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive.

4. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitutional Laws of the State of New Jersey and of the United States.

5. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities, and authority, under 40 and 40A, or any other national, state, county or local laws or ordinance, as amended.

6. To suspend, demote, discharge or take other disciplinary actions for just cause according to the law.

ARTICLE III-NONDISCRIMINATION

A, There shall be no discrimination, interference or coercion by the Employer or any of its agents, or Municipal Employees or any of its agents, against Employees covered by this Agreement because of membership or non-membership or activity or inactivity in the Union. Neither the Employer nor the Union shall discriminate against any Employee because of race, creed, color, age, marital status, religion, national origin or political affiliation.



ARTICLE IV-HOURS OF WORK AND OVERTIME

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

SECTION II-Overtime: All represented employees shall be entitled to overtime pay once they reach forty hours in pay status in any given week. Employees shall be entitled to overtime pay in the amount of time and one half pay, or, at the employee's discretion with Management approval, may receive Compensatory Time in the amount of time and one-half time worked. Compensatory Time must be used within one (1) year from the date of accrual. The minimum overtime period shall be four (4) hours for sewer and two (2) hours for all other causes when such overtime is specified as being for "call outs" only, not overtime holdovers at the end of a regular shift.

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

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



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

ARTICLE V-WAGES

SECTION I-WAGES:

The annual salary for each employee will be as follows:

Name	Current Base	2025 Salary	2026 Salary	2027 Salary
Iannone:	(Laborer) \$39,520	\$40,900	\$42,300	(Senior Laborer) \$52,700
Johnson	(Senior Laborer) \$47,555	\$53,261	\$54,858	(Principal Laborer) \$56,504
Mull	(Laborer) \$39,520	\$40,900	\$42,300	(Senior Laborer) \$52,700
Murt	(Foreman) \$57,604	\$79,500	\$81,500	\$82,500

A. All Unit Employees shall receive annual step increases detailed above, beginning the first pay period of July of each year covered by this agreement.

 4/1/25

B. Additional Compensation: Stipends will be paid on an individual basis. The Borough agrees to pay an annual stipend of \$2,500 for 2025, \$2,500 for 2026, and \$2,750 for 2027 for any employee with T1, W1, and CI Licenses for each license held.

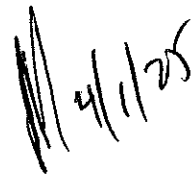
Employees with T2, W2 and/or C2 Licenses will receive an annual stipend of \$4,500 for 2025, \$4,500 for 2026 and \$4,750 for 2027. When an employee advances to a level 2 License or enters the employ of the Borough the level 2 license the stipend is issued for each title, not in addition to level 1.

C. Mileage: The use of personal vehicles for Borough official business is not authorized.

D. The Borough agrees to pay Employees an education stipend as detailed below:

Degree	2025	2026	2027
AA	\$1,500	\$1,750	\$2,000
BA or BS	\$2,500	\$2,750	\$3,000
MA	\$3,250	\$3,500	\$3,750

All Overtime for attending courses shall be paid by the Borough if required by their position. All licenses required to be negotiated at that time.

 4/1/25

SECTION II-CELL PHONE STIPENDS

The Borough shall pay the Foreman/Water Plant Operator in the amount of \$25.00 per pay period for cell phone usage.

The Borough shall pay all other employees in the amount of \$15.00 per pay period for cell phone usage. Said payments are compensation for usage of personal cell phones during and after regularly scheduled work hours.

ARTICLE VI-VACATIONS

Vacation leave time shall be governed as per Island Heights Ordinance 2023-15 with the following exceptions:

All employees covered under this bargaining agreement are permitted to carry over a maximum of five (5) vacation days to the next calendar year, if not taken.

Vacation days must be used within the respective year with the exception of five (5) days, which may be carried into the next year.

ARTICLE VII-HOLIDAYS

Holidays shall be governed as per Island Heights Ordinance 2023-15 with the following exception:

The Employees covered by this agreement shall receive three (3) personal days per year, which will not accumulate from year to year. Employees may request Personal time in hourly or greater increments, Personal days will be prorated in an employee's first year of service according to time earned. All requests for Personal days shall be submitted to the employee's Supervisor for approval before leave commences.



ARTICLE VIII- SICK LEAVE

Sick leave shall be governed as per Island Heights Ordinance 2023-15

ARTICLE IX-DEATH IN THE FAMILY – BEREAVEMENT LEAVE

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

Upon agreement of the parties to this agreement, these sections of Chapter 3 of the Municipal Code of the Borough are included as the parties have agreed that these sections of the Borough Code are applicable to the employees covered by this agreement:

Chapter 3 of the Municipal Code of the Borough of Island Heights

Personnel Policies

3-2 HOLIDAYS

a.

The following are the official Holidays recognized by the Borough:

New Years Day - January 1st

Martin Luther King, Jr. Day - Third Monday in January

Abraham Lincolns Birthday - February 12th

George Washingtons Birthday - Third Monday in February

Good Friday - Friday Prior to Easter Sunday

Memorial Day - Last Monday in May



Independence Day - July 4th

Labor Day - First Monday in September

Columbus Day - Second Monday in October

General Election Day - First Tuesday After the First Monday in November

Veterans Day -November 11th

Thanksgiving Day -fourth Thursday in November

Friday Following Thanksgiving day

Christmas Day - December 25th

b.

If any of the aforementioned Holidays occur on a Sunday, the Holiday shall be observed on the following Monday. If any of the aforementioned Holidays occur on a Saturday, the Holiday shall be observed on the preceding Friday.

3-3 VACATIONS

a.

All full-time employees shall be entitled to the annual vacation leave allotments listed below:

1.

First calendar year of Full Time Employment - Vacation leave with pay shall be earned at the rate of eight working hours for each full calendar month of service.

2.

Second year of Full Time Employment - 12 days.

3.

Third year through Tenth year of Full Time Employment - 16 days.



4.

Eleventh year through Fifteenth year of Full Time Employment - 20 days.

5.

Sixteen years or more of Full Time Employment - 25 days.

b.

Vacation leave shall be taken within the calendar year in which it is earned on dates selected by the employee and subject to approval by their Department Head. Vacation leave shall not be carried forward into any successive year without the approval of the Mayor or his/her designee.

3-4 SICK LEAVE.

a.

All full-time employees shall receive one day of sick leave for every full month of service during their first calendar year of full time employment.

b.

Beginning the second year of their full-time employment, said employees shall receive 15 days of sick leave annually.

c.

Sick leave not used, shall accumulate from year to year up to a maximum of 60 days. At the end of each calendar year, the Borough shall buy back all accumulated sick leave in excess of 60 days at 50% of the full time employee's hourly rate of pay.

d.

Upon retirement from Borough service, full time employees shall be compensated for any accumulated sick leave at 50% of the full time employee's hourly rate of pay up to the maximum amount allowed by Law.



3-5 ABSENCES

3-5.1 Authorized Absences.

a.

Established. The following absences by full-time employees are hereby recognized as authorized:

1.

Reserve military duty.

2.

National Guard duty.

3.

Jury duty.

4.

Maternity leave.

5.

Bereavement leave.

b.

Reserve Military or National Guard Duty. Such duty is defined as one which is required by the military unit to which the employee is assigned. Employees serving such duty shall be entitled to the difference in pay between his or her regular military pay and his or her regular pay received from the Borough. Suitable documentation of the amount of the regular military pay must be presented by the employee to the Borough Clerk.



c.

Jury Duty. An employee serving on jury duty will be paid the difference between his regular pay received by the Borough and the remuneration for jury duty. Suitable documentation of the remuneration received for jury duty shall be presented to the Borough Clerk.

d.

Maternity Leave. Maternity leave for full-time or part-time employees, without pay, may be granted upon request of the employee after the end of the sixth month of pregnancy. Maternity leave may continue until the ninetieth day following the end of the pregnancy.

e.

Bereavement Leave.

1.

Bereavement leave with pay for full-time employees will be granted for not more than five (5) days because of the death of an employee's husband, wife, child, parent, brother, sister or a relative residing permanently in the employee's household.

2.

Bereavement leave, for employees, must have approval of Department Head and will be granted for not more than one (1) day per year because of the death of a full-time employee's grandparent, grandchild, uncle, aunt, niece, nephew, mother-in-law or father-in-law.

f.

Notice of Absence. It shall be the employee's responsibility to furnish the Borough Clerk with a notice of intention to take such authorized absence heretofore enumerated within a reasonable time prior to the initial date of such authorized absence.

g.

Personal Business. Employees are entitled to three (3) days leave with pay for personal business.



h.

Time Limited to Use Sick Days. Leave days must be used within the one (1) year period and shall not be cumulative from year to year.

ARTICLE X-HEALTH INSURANCE

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

In the event that an Employee elects not to participate in the insurance plan, he or she will if eligible under the State Health Benefits Program Rules and Regulations receive an amount in accordance with those regulations to be disbursed on a monthly basis the first payday of every month. This payment is in lieu of being provided health benefits under this section. The term "health benefit year" as used herein is defined to be the twelve (12) month period of time between July 1st and June 30th. An employee opting out of health insurance coverage must provide proof of other coverage prior to being permitted to opt out of the medical program.

Borough Employees covered by this Agreement shall receive paid health and hospitalization with prescription drug coverage who are approved State retirement and had a minimum of twenty (20) years credited with the Borough on the effective date of the Pension & Health Benefits Law signed June 28, 2011 & subsequently retire with twenty-five years of

service. These employees are exempt from the new premium-sharing requirement. Current retirees are not affected.

Borough Employees hired before January 1, 2002 are eligible for Borough Health Insurance coverage with a minimum of 25 years of Island Heights full time service. Retiree health insurance benefits are available for retiree and family, beginning at retirement and for the life of the retiree.

Borough Employees hired on or after January 1, 2002 are eligible for Borough Health Insurance coverage with a minimum of 25 years of Island Heights full time service. Retiree health insurance benefits are available for retiree only, beginning at retirement for life. No spouse or dependent coverage will be offered. Borough Employees hired on or after September 1, 2019, or converting to full time employment on or after September 1, 2019 will not be eligible for retiree health insurance coverage from the Borough.

Borough Employees covered in this agreement and eligible dependents shall be covered through the State Health Benefits Program or other Borough medical program (As Stipulated by the law P.L. 2011 Chapter 78). Current Borough employees may utilize full-time employment with other municipalities and counties within the State of New Jersey toward the employment requirement.

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

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

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

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



ARTICLE XI-DUES DEDUCTION & UNION RIGHTS

A The Borough agrees to deduct, from the salaries of its Employees subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123 of Public Laws, 1974, N.J.S.A. (Res.) (c) as amended.

B. No deduction will be made for any month in which there is insufficient pay available to cover the same after all deductions, by law, have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Borough, through error or oversight, failed to make the deduction in any monthly period.

C. Dues shall be calculated at the rate of 1.15 % of gross pay for each Employee. Deduction of Union dues and representation fee, made pursuant hereto, shall be made by check by the Borough to the Union, C/O Secretary-Treasurer, Communication Workers of America, AFL-CIO, 501 Third Street N.W., Washington, DC, 20001-2797 by the tenth (10th) day of the month following the calendar month in which such deductions are made. A copy of such list shall be delivered the Local 1088 President.

D. A new dues deduction authorization card will automatically cancel any prior authorization card filed with the Borough.

E. The Union shall indemnify and save the Borough harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting same to the Union, pursuant to this Article.

The union agrees that shall be no discrimination, intimidation, restraint, coercion, harassment, or pressure by it or its officers, agents, or members against any employee who refuses or fails to execute an authorization card.

F. Any authorization may be withdrawn by January 1st or July 1st of each calendar year by

filing a notice of such withdrawal with the Municipal Clerk for the Borough.

Agency Shop — It is understood that non-union Employees will have 85% of said dues automatically deducted from their pay.

1. Union officers and stewards shall be granted a cumulative total of Ten (10) days, five (5) days paid days and five (5) unpaid days per calendar year, for attendance at training sessions, union conventions and other Union related functions. The Union shall make every effort to give the Employer at least five (5) days prior notice of the employee's release for Union activities, if manpower is not affected, and with the approval of the borough administrator or mayor.

2. The hours of Union Time, both paid and unpaid, will be counted towards the annual 1250 compensatory hours under both NJ and Federal FMLA. Also, if a Union Representative is getting any unpaid Union time it does not put them in unpaid leave status by the Employer if taken prior to the day or after the day of the holiday, thus disqualifying them from the paid holiday.

ARTICLE XII GRIEVANCES

A. DEFINITIONS

1. Grievance: A grievance is a claim by the Union based upon the interpretation, application or violation of this agreement.

2. Aggrieved Person: An aggrieved person is an Employee or group of Employees making the claim.

3. Party in Interest: A party in interest is the person or persons making the claim and any person, including the Union or the Borough, who might be required to take, or action against

whom action might be taken in order to resolve the claim.

B. PURPOSE

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

C. PROCEDURE

Time Limit: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement.

Level One - Immediate Supervisor: The Union with a grievance shall first notify, and discuss the grievance with the immediate supervisor of the Aggrieved Person, with the objective of resolving the matter informally. If the matter cannot be resolved informally, the Union shall have fifteen (15) working days in order to file a grievance in writing with the immediate supervisor. The Borough shall have fifteen (15) working days from the time they receive the grievance to respond to the Union in writing.

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

upon the matter. At the informal hearing, the Aggrieved Party may have Union representation to present their case. The commission shall render a decision in writing on the Level Two grievance within ten (10) working days from the time of the hearing.

Level Three — Arbitration:

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

(b) Within ten (10) working days after the Union files for arbitration with PERC, the Union and the Borough shall agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. The arbitrator will be chosen from a list of PERC arbitrators. The parties shall be bound by the rules and procedures of PERC in this process.

(c) The arbitrator's decision shall be in writing and shall be submitted to the Union and the Borough.

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

D. RIGHTS OF EMPLOYEES

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

E. REPRISALS

No reprisals of any kind shall be taken by the Borough or any member of the Borough against any party of interest, any Union representative, any Union member, or any participant in the

grievance procedure by reason of such participation, as outlined in the New Jersey Employer-Employee Relations Act.

F. GROUP GRIEVANCE

If, in the judgment of the Union, a grievance affects a group or class of Employees, the Union may submit such grievance in writing to the Borough directly and the processing of such grievance shall be commenced at Level Two. The Union may process such grievance through all levels of the grievance procedure even though the Aggrieved Person does not wish to do so.

ARTICLE XIII-CLOTHING ALLOWANCE

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

A. The Borough will supply each member of the bargaining unit who is required by the Borough to wear a uniform with ten (10) shirts during the course of the year. Five (5) of these shirts will be distributed in January of each year, and the additional five (5) shirts will be distributed in July of each year.

B. The Borough will also supply each member of the bargaining unit who is required by the Borough to wear a uniform with one (1) jacket for the term of the employee's employment with the Borough of Island Heights. There shall be only one (1) jacket issued to each employee required to wear a uniform during the term of his or her employment unless a replacement is requested by the Employee and said request is approved by the Borough.

SECTION II: Each Employee required to wear a uniform by the Borough shall receive a total

uniform allowance of \$1,300.00 for year 2025, \$1,400.00 for year 2026 and \$1,500.00 for year 2027 of this collective bargaining agreement. The clothing allowance shall be paid in full the first pay period of July of each year covered by this agreement. The Employee will use the uniform allowance for the purchase and/or replacement and cleaning of all other required and necessary uniform materials, including Borough required pants, safety shoes/boots, and/or windbreakers.

ARTICLE XIV – LAYOFFS

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

ARTICLE XV-COPIES OF THIS AGREEMENT

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

ARTICLE XVI-SAVINGS CLAUSE

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

ARTICLE XVII COMMERCIAL DRIVERS LICENSE (CDL)

A. Each employee of the bargaining unit who is assigned to the Public Works Department who holds when hired or receives a Commercial Driver's License (CDL) while employed by the Borough, and is required by the Borough of Island Heights to use said CDL for performing the responsibilities of his or her job (which shall be determined on an individual basis) will receive \$2,000 for 2025, \$2,000 for 2026 and \$2,500 for 2027 broken down and paid in each pay throughout the year. If a new Employee is hired or existing Employee receives a CDL after the first of the year the annual stipend shall be prorated from the date verified and paid throughout the remaining pay periods for the year.

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

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

ARTICLE XVIII-ANNUAL REVIEW

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

ARTICLE XIX-TERM OF CONTRACT

SECTION I: The term of this agreement shall be from January 1, 2025 through December 31, 2027, notwithstanding the time frame set forth in Section II below. In the event a new contract is not entered into prior to the expiration date of this contract, all clauses of Article and Sections will remain in full effect, until a new contract is entered into.

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

COMPLETENESS OF AGREEMENT

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

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

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their hands and seal to this agreement on this 15 day of April in the Year of our Lord 2025.

Diana Leon
CWA LOCAL 1088 PRESIDENT

Spencer Stiles
ISLAND HEIGHTS LOCAL CHAPTER PRESIDENT

[Signature]
E. STEVEN DOYLE
MAYOR
BOROUGH OF ISLAND HEIGHTS

[Signature]
SEAN ASAY
BOROUGH CLERK
BOROUGH OF ISLAND HEIGHTS

[Sean V. Asay
Notary Public of New Jersey
Commission ID # 2417724
Commission Exp. 02/27/2027]