

AGREEMENT

BETWEEN

**BOROUGH OF WOODLAND PARK
PASSAIC COUNTY, STATE OF NEW JERSEY**

AND

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
A.F.L.-C.I.O., UNION LOCAL 1158**

JANUARY 1, 2017 THROUGH DECEMBER 31, 2020

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AGREEMENT

This Agreement made this _____ day of _____, 2017 between the BOROUGH OF WOODLAND PARK ("Borough") and LOCAL 1158, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, A.F.L. – C.I.O., (hereinafter referred to as the "Union").

WITNESSETH

WHEREAS, the Public Employment Relations Commission certified the Union as the exclusive representative for the purpose of collective negotiations with respect to wages, hours, and all terms and all conditions of employment for all Borough employees, excluding confidential employees and supervisors within the meaning of the Act, craft employees, professional employees, police employees (other than Police Communications Officers), casual employees, blue collar employees of the Department of Public Works, library employees, and firefighters and all employees represented in other collective negotiation units; and

WHEREAS, this certification requires the Borough to recognize the Union as the exclusive representative for the purpose of collective negotiations with respect to wages, hours, and all terms and conditions of employment for these Borough employees.

NOW, THEREFORE, the Borough and the Union mutually agree as follows:

ARTICLE 1 – MANAGEMENT RIGHTS

The Borough of Woodland Park hereby retains and reserves unto itself without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States including, but not limited to the following:

- A. The direction, management, and arrangement of the working forces including the right to hire, discipline or discharge for cause, promote, or lay off employees from duty because of lack of work or for other business reasons;
- B. The right to require employees to observe the Borough's established and documented rules and regulations, or the Borough's right to make new rules and regulations relating to the operation of its facilities not inconsistent with the terms of this Agreement;
- C. The processes, techniques, methods and means of business practices;
- D. The selection of employees for promotion;
- E. The union agrees that the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent set forth in this Agreement.

ARTICLE 2 – RETENTION OF BENEFITS

Except as otherwise provided herein, all rights and benefits which the employees have heretofore enjoyed and are presently enjoying as contained in Borough ordinances, rules and regulations, or policies and procedures, shall be maintained and continued by the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all applicable State statutes, rules and regulations, policies and procedures of the New Jersey Public Employment Relations Commission, Borough ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth at length.

ARTICLE 3 – POLITICAL ACTIVITY

Employees shall not directly or indirectly use or seek to use their authority or the influence of their position to control or modify the political action of another person or persons. Employees during working hours shall not engage in political activity nor shall they at any other time participate in political activities so as to impair usefulness in the position in which they are employed.

Upon determination by the Borough Administrator of a violation on the part of any employee of this policy, the Borough Administrator shall initiate appropriate disciplinary action in accordance with this Agreement.

ARTICLE 4 – NO STRIKE PLEDGE

It is recognized that the need for continued and uninterrupted operation of the Borough is of paramount importance to the citizens of the community and that there shall be no interference with such operation.

The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his/her position or stoppage of work or abstinence in whole or in part, from the full faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out, or other job action against the Borough. Should the above occur the Borough shall have the right to discharge all employees involved in such action.

The Borough shall consider such conduct as abandonment of the employee's employment with the Borough.

ARTICLE 5 – UNION ACTIVITIES AND VISITATION

The Union agrees that there shall be no solicitation for membership in the Union, signing up of members or collections of initiation fees, dues or assessments on Borough work time. Provided, however, that this shall not be construed to prohibit casual or personal conversation about the Union and its activities, and provided further this shall not be construed as permitting employees to quit work or delay their work for the purpose of such conversation.

The Borough agrees that the activities described in the above paragraph of this Article may be conducted on the Borough property on free time of Union members who are employees of the Borough.

The employees shall be permitted to distribute Union literature in non-working areas on Borough property provided the employees making the distribution are on non-working time.

There shall be no grievance investigation presented, discussed, processed or handled during working hours without an officer of the Employer or his/her representative being notified and his/her permission to do so obtained nor shall the investigation, presentation, discussion, processing or handling of a grievance interfere in any way with the normal and efficient operation of the facility.

An authorized agent of the Union shall be permitted to visit the facility during working hours after first notifying the Employer, for the purposes of investigating and settling grievances and insuring the proper administration of the contract; provided, however, that said representative shall conduct his/her business in such manner so as not to interfere with the normal and efficient operations of the facility. The Union shall keep the Borough currently advised, in writing, of the officer or representative of the Union who is authorized to deal with the Borough and no one shall be deemed such a representative unless he/she is so designated by the Union to the Borough.

ARTICLE 6 – UNION SECURITY

Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection and shall also have the right to refrain from any or all of such activities.

ARTICLE 7 – SHOP STEWARDS

The Union Business Manager or his /her designated Union Representative shall appoint a Union Shop Steward and an Assistant Shop Steward as well as any committee members. The Borough understands that the choice of and removal from office of Stewards, or committee members is a function of the Union. The Union shall notify the Borough within twenty-four (24) hours of any changes.

The Union Shop Stewards shall be free to conduct their Union duties at any time within their regularly scheduled working hours with the permission of their designated supervisor.

ARTICLE 8 – BOROUGH BOOKS

A duly authorized officer or representative of the Union shall have access only to the Employer's books pertaining to earnings of the employees covered under this Agreement. The authorized officer or representative of the Union shall be permitted access during working hours after first notifying the Employer; provided, however, that said representative shall conduct his business in such manner so as not to interfere with the normal and efficient operations of the facility. The Union shall keep the Borough currently advised, in writing, of the officer or representative of the Union who is authorized to deal with the Borough and no one shall be deemed such a representative unless he/she is so designated by the Union to the Borough.

ARTICLE 9 – BULLETIN BOARDS

The Borough shall provide space in the Employee's Lounge on existing bulletin boards for use by the Union, to enable employees of the bargaining unit to see posted notices. All notices shall be posted by the Business Manger of the Union or his/her designee and shall relate to the matters listed below:

1. Union recreational and/or social affairs;
2. Union appointments;
3. Union elections;
4. Results of Union elections;
5. Union meetings;
6. Reports of Union Committees;
7. Any other material authorized by the department head and the Business Manager of the Union or his/her designee. No political campaign literature or defamatory material shall be posted.

This Article does not prohibit the Department Head from assigning space for bulletin boards to other organizations in which employees hold membership.

ARTICLE 10 – HIRING POLICY

Whenever a new position or vacancy exists within any of the municipal departments, the Borough Administrator shall post a notice of the opening on the bulletin board located in the Employee's Lounge. The notice shall set forth the position, the classification and the salary

range. The notice shall also set forth the date by which all prospective applicants shall have submitted a letter asking that they be considered for the position.

The vacancy may also be advertised in the local newspaper. Professional associations or employment agencies may be utilized as required to obtain qualified applicants for the position.

ARTICLE 11 – EMPLOYEE STATUS DEFINITIONS

Full-Time: a permanent employee appointed to a Borough position who has served the requisite probationary period and who regularly performs assigned duties each week for thirty (30) hours or more and who receives all rights and benefits.

Hourly: an employee hired for seasonal or temporary work, either full-time for a fixed duration or part-time for a fixed duration, and who is not eligible for benefits.

Elected or Appointed Official – an employee of the Borough who is elected by the voters of the Borough or appointed for a fixed term by the elected officials of the Borough.

Part-Time: an employee working less than twenty (20) hours per week and who is not eligible for paid benefits.

Permanent Part-Time: a permanent employee appointed to a Borough position, working a minimum of twenty (20) hours per week on a regular basis. Permanent part-time employees are eligible for benefits available under this agreement to full-time employees only where the Agreement expressly states so.

ARTICLE 12 – CLASSIFICATION

Classification of job duties and responsibilities shall be governed by the State of New Jersey Civil Service Rules. In the event an employee performs work in a higher classification, the Borough shall pay that employee the higher rate of pay for all hours worked in the higher classification.

ARTICLE 13 – LAYOFFS AND DEMOTIONS

Layoff shall be defined as the involuntary separation of an employee for reasons other than delinquency or misconduct.

The Borough may layoff an employee for the purpose of efficiency or economy or other valid reason requiring a reduction in the number of employees in a given class. In the event of a layoff, the last person employed shall be the first person laid off in a given job classification.

The Borough shall in cases of layoff notify the Union at least seventy-two (72) hours in advance of such layoff and forward a copy of the names of those to be laid off to the Union. During a slack period the duly authorized representatives of the Borough shall decide upon an equitable method of distributing employment among the employees.

On recall after a layoff, employees shall be transferred and recalled in reverse order, according to the needs of the Borough.

ARTICLE 14 – SENIORITY

Seniority is defined as an employee's continuous length of service with the Borough beginning with his/her date of hire. Seniority for classified employees shall commence on the date of obtaining permanent status.

Reasons for termination of seniority and recall right forfeiture are as follows:

1. Failure to notify the Employer of intent to return to work within five (5) working days after the date recall notice is sent, by certified mail, to the employee's last address on record with the Employer or failure to report for work within five (5) working days after the date recall notice is sent, by certified mail, to the employee's last address on record with the Employer;
2. If the employee quits;
3. If the employee is discharged;
4. If the employee is absent from work for five (5) consecutive working days without advising the Borough and giving reasons satisfactory to the Borough for such absence, except in extreme and unforeseen circumstances; i.e., coma.
5. If the employee overstays a leave of absence without notifying the Borough;
6. If the employee gives a false reason for a leave of absence or engages in other employment during such leave.
7. If the employee is laid off for a continuous period of twelve (12) months.

ARTICLE 15 – PERSONNEL RECORDS

Confidential Nature and Review by Employees – Adequate personnel records shall be maintained for each employee of the Borough of Woodland Park. These records shall include: applications; dates of appointments and promotions; job titles; salaries; commendations; performance evaluations; disciplinary actions; amounts of leave accrued and used; and a record of the employee's education; training and other related matters. These records are considered to be of a confidential nature and are available only to the employee or to the supervising personnel on a need-to-know basis. Employees are entitled to review the contents of their own personnel folder but not those of other employees. Supervisors may review personnel records of their subordinates.

Employees wishing to see their personnel folders will arrange with the Borough Administrator for an appointment in advance. Any such review of a personnel folder by the employee will be done in the presence of the Borough Administrator or an authorized member of his/her administrative staff. Employees will not be permitted to take their personnel folder from the Administrator's Office nor may documents be removed from or added to the folder. Employees may obtain copies of material in their own file. Employees shall have the right to insert written rebuttals to any material in their Personnel File.

Employees wishing to access their personnel files will first sign and date a Sign-In sheet to be maintained by the Borough Administrator.

ARTICLE 16 – VITAL INFORMATION

It is the responsibility of each employee to notify the Administrator's Office of any change in vital information as listed below:

1. Name;
2. Address;
3. Telephone Number;
4. Marital Status;
5. Dependent Children;
6. Deductions on W-4 form;
7. Change in status for health programs;
8. Change in beneficiary on pension or life insurance policies;
9. Change in status of Deferred Compensation Plan;
10. Change in status of payroll deductions, if any.

Changes will be made and information will be updated when the employee notifies the Administrator's Office.

ARTICLE 17 – PROBATIONARY PERIOD

There is established a probationary period of ninety (90) calendar days during which time an employee learns the duties and responsibilities of the position. During this period supervisors will evaluate the employee's work performance and conduct to determine whether the employee merits permanent status.

An employee hired to fill a "non-competitive" position (as that term is defined by the State of New Jersey Department of Personnel) whose performance has been satisfactory after serving a ninety (90) calendar day probationary or working test period, will upon recommendation of his or her supervisor attain permanent status in that position. If the employee's performance is unsatisfactory during this working period, the Appointing Authority may dismiss the employee or in the case of promotion revert the employee back to the former position if that position is still open.

Halfway through the probationary period and again ten (10) calendar days prior to the expiration of the probationary period, the Department Head shall submit to the Borough Administrator a written evaluation of the employee's performance to date.

In all cases an employee appointed to any position will be subject to a minimum probationary period of ninety (90) calendar days. The Administrator may recommend to the Mayor to extend the probationary period or in the case of promotion, revert the employee back to the former position if that position is still open or dismiss the employee.

ARTICLE 18 – EMPLOYEE EVALUATION

The personnel and work record of all employees may be evaluated at least annually. The purpose of the review is to provide the employee's supervisor with an opportunity to discuss with the employee improvement and progress made during the year and any weak points or deficiencies in training or performance.

Evaluations of all employees will be made before the end of each calendar year unless otherwise required on evaluation forms. The Department Head will meet with all employees within the department individually. An evaluation form will be filled out and signed by both the Department Head and the employee. The evaluation will be use as a basis for merit increases in salary and salary increments, if any.

ARTICLE 19 - PROMOTIONS

Promotion is advancement in job class having a higher level of duties and responsibilities. When there is a change in the duties or responsibilities of a position resulting in its reclassification to a higher job category, the position shall be considered vacant and subject to filing under promotional procedures.

Promotional policy is based predominantly on potential, merit and evaluation. If appropriate, testing will be used as an additional basis for promotion. Seniority will be used as a basis for promotion only in instances where two or more individuals are considered equally qualified.

The Borough Administrator after evaluation will recommend to the Appointing Authority candidates for promotion. After promotions, the first ninety (90) calendar days in that position shall be considered as a probationary period. When an employee receives a promotional title change approved by the Mayor and Council, they shall receive a five (5) percent increase in salary.

When an employee is hired by the Borough into a title requiring Federal and/or State certification to perform the duties and responsibilities of that position, and the employee presently possesses such required certification, remuneration will be based on the employee's certification and ability to immediately fulfill all of the responsibilities of that position. If the new employee does not possess such certification, the employee will be hired into the position subject to the successful completion, in a reasonable timeframe, of the certification process including receipt of certification. Upon successful completion of each required course, the

Borough will reimburse the employee for course fees; mileage per the union contract; and fees for testing. If courses are offered during normal working hours, time off will be provided to attend such courses. If courses are offered outside normal working hours, compensatory time shall be provided and such compensatory time shall be taken within thirty (30) days of such occurrence. If the employee fails to achieve such certification, in a reasonable timeframe, in the title in which the employee is hired, such failure may be grounds for dismissal. Upon receipt of said certification and written determination by the Department Head and Borough Administrator that the employee has the ability to adequately perform all of the duties and responsibilities of his/her certified position, the employee will be immediately entitled to a five (5) % increase in salary, subject to the written approval of the Mayor and Council. This understanding will be reduced to writing upon hiring of new employee.

When a current employee is requested and/or directed by the employee's Department Head, with written concurrence of the Borough Administrator, to become certified in a given title, the employee shall pursue such certification without additional remuneration. Upon successful completion of each required course, the Borough will reimburse the employee for course fees; mileage per the union contract; and fees for testing. If courses are offered during normal working hours, time off will be provided to attend such courses. If courses are offered outside normal working hours, compensatory time shall be provided and such compensatory time shall be taken within thirty (30) days of such occurrence. Upon receipt of said certification and written determination by the Department Head and Borough Administrator, that in their collective judgment, the employee has the ability to adequately perform all of the duties and responsibilities of his/her certified position, the employee will be immediately entitled to a five (5) % increase in salary, subject to the written approval of the Mayor and Council. This understanding will be reduced to writing.

ARTICLE 20 - RESIGNATION

An employee may resign by giving the Department Head a minimum of fourteen (14) days written notice.

If any employee resigns without giving the required notice, the employee shall be considered as having resigned "not in good standing" and will not receive payment for any accrued vacation payment nor be considered for reemployment.

An employee who is absent from work for a period of five (5) consecutive days without notice to or authorization from the Department Head will be considered as having resigned "not in good standing".

The Department Head will immediately notify the Borough Administrator of any resignation notice either verbal or written or any unreported absence.

After being informed of an employee's resignation, the Borough Administrator will provide an accounting of any benefits accrued either to the employee or to the Borough before the final paycheck is issued by the Treasurer. Any vacation entitlement owed to the employee will be prorated on an earned basis. If the employee has taken more vacation than the prorated

entitlement, payment will be made to the Borough by deduction from the employee's paycheck. Any vacation leave in lieu of vacation pay will be granted at the discretion of the Borough Administrator based on the recommendation of the Department Head.

Before the Treasurer shall issue a check to the employee, it will be the responsibility of the employee to turn into the employee's Department Head any Borough property which the employee may have been entrusted with. The Department Head shall certify to the Treasurer that all Borough property, entrusted to the employee has been returned.

ARTICLE 21 – RETIREMENT

Borough employees enrolled in the Public Employee's Retirement System of New Jersey are subject to the requirements and provisions of the plan. For the information of employees, the applicable sections of P.E.R.S. Manual concerning membership are listed below:

Membership (compulsory) – membership in the Retirement System is required as a condition of employment for all veterans employed after December 31, 1954, including veteran elected officials employed by the State or any county, municipality, school district or public agency as well as individuals hired after the date the Retirement System was adopted by their employer or July 1, 1966, whichever is earlier, provided the employee is:

- a. Not a member of any other State or local retirement system;
- b. Not a temporary or seasonal employee;
- c. In a position covered by Social Security;
- d. Paid \$500.00 or more per annum and paid in each quarter of the calendar year.

Membership (optional) – membership in the Retirement System is optional for:

- a. Non-veterans employed prior to July 1, 1966 or the date the Retirement System was adopted by their employer by referendum at a general election, whichever date is earlier.
- b. Non-veteran elected officials.
- c. Former veteran and non-veteran members of the State Employee's Retirement System who waived membership in the Public Employee's Retirement System by filing a waiver statement with the Division of Pensions in 1955.
- d. All non-veterans or veterans who were ineligible for a local contributory fund and who are properly covered by Social Security may enroll on July 1, 1966 or later.

An employee intending to retire shall give written notice to the Department Head and the Borough Administrator during the year in which he or she wishes to retire. This notification should be received at least six (6) months before planned retirement. The employee, upon advice of the Treasurer, should apply to the Public Employee's Retirement System for pension benefit information at least six (6) months prior to planned retirement to effect the smooth transition without a lapse of time between retirement and retirement benefits.

The Borough Administrator shall provide an accounting of any benefits accrued either to the employee or to the Borough before a final paycheck is issued by the Treasurer.

Before the Treasurer shall issue a check to the employee, it will be the responsibility of the employee to turn in to his/her Department Head any Borough property which the employee may have been entrusted with such as keys, clothing, tools, etc. The Department Head shall certify to the Borough Administrator that all municipal property entrusted to the employee has been returned.

ARTICLE 22 – DISCIPLINARY ACTION

An employee may be disciplined for just cause. Violations of the rules identified below may call for some form of disciplinary action. In some cases, the action may result in either verbal or written warnings, followed by suspension, demotion and discharge. In serious cases or cases where an employee has previously violated the same or other rules or is not performing at an acceptable level, the employee may be subject to immediate discharge. It is necessary to point out that the types of misconduct identified below are merely examples of conduct that may lead to disciplinary action, up to and including discharge.

Violation of any of the following rules, because of their seriousness, may result in immediate discharge without a warning.

1. Obtaining employment based upon pertinent false or misleading information or falsifying information in or making material omissions in any documents or records.
2. Malicious or willful destruction or damage to Borough property or supplies or to the property of another employee or a visitor.
3. Theft or inappropriate removal from Borough premises of property that belongs to or is in the possession of the Borough or another Borough employee.
4. Bringing or possessing firearms, weapons or any other hazardous or dangerous devices on Borough property during on-duty time, or off-duty time, without proper authorization.
5. Absence without authorization.

Infractions of the following rules will, depending on the seriousness of the offense and all pertinent facts and circumstances, result in disciplinary action, including counseling, verbal or written warning, suspension or discharge:

1. Continuous unsatisfactory job performance and/or neglect of duty.
2. Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked.
3. Inability to perform job duties.
4. Insubordination, including refusal to do assigned work or refusal to perform work in a manner described by a supervisor without proper justification.
5. Possession of alcohol or any unlawful drug while on duty or while on Borough premises or reporting to work under the influence of alcohol or any unlawful drug.
6. Conviction of a criminal act.
7. Participation in any political activity prohibited by Federal or State Laws or Borough ordinances during working hours.
8. Conduct unbecoming a public employee.
9. Frequent or excessive tardiness or absence from work or an employee's work area.
10. Violating safety rules as outlined by the Borough or engaging in conduct that creates a safety or health hazard.
11. Fighting or provoking a fight on Borough time or property.
12. Falsifying or destroying any timekeeping record, punching another employee's time card or allowing another employee to punch one's time card.
13. Leaving Borough premises or one's job during working hours without notification to the Department Head and obtaining permission from the Borough Administrator or in the absence of the Borough Administrator, the Borough Administrator's designee.
14. Action that endangers others, Borough property or disrupts work.
15. Smoking in restricted areas or where no smoking signs are posted.
16. Threatening or intimidating any other employee or the public.
17. Sexual harassment of another employee.
18. Sleeping while on duty.
19. The use of profane, threatening or abusive language toward a fellow employee or the public.

20. Willful hampering of Borough operations.
21. Using the telephone for long distance personal calls without permission of a supervisor.

Disciplinary action may consist of either a verbal or written notice.

1. If verbal, the Department Head shall inform the employee of the complaint and shall attempt to resolve the matter by discussing the infraction with the employee. If the matter can be satisfactorily resolved, the supervisor or Department Head may consider the matter closed. The supervisor or Department Head may at his/her option by memo inform the Borough Administrator who will then place the memo in the employee's personnel file. If a memo is written, the employee will be allowed to see its contents prior to insertion in the file.
2. If the infraction is of such a nature that it should be committed to writing, a written memo setting forth the nature of the infraction and comments by the supervisor or Department Head shall be forwarded to the Borough Administrator. A copy of the memo shall be furnished to the employee. Within seven (7) days after receipt of the memo, the Borough Administrator will schedule a meeting with the employee and the Department Head. A review of the facts will be made, and the Borough Administrator will make a reasonable judgment based on the facts.

A written report of the meeting and of the action taken will be made and a copy placed in the employee's personnel file. A copy shall also be furnished to the employee.

3. The Borough Administrator, based on the recommendation of the Department Head, may suspend an employee when such employee's performance or conduct justifies disciplinary action short of dismissal. The suspension shall be without pay for a period of no more than ten (10) working days.

In all cases of disciplinary action taken against an employee by the Borough, the employee has the right to have their Union representative present at any meeting and shall also have the right to file a response to all charges made against them in the form of a written grievance. If the employee files a written grievance within the allowable time period no action shall be taken against the employee including suspension until such time as a hearing has been held and a determination has been made.

ARTICLE 23 – DUES DEDUCTION

The Borough agrees to deduct Union dues and any Union initiation fee for the Union from the wages of an employee covered under this Agreement, pursuant to the existing statute as amended, provided at the time of such deduction there is in the possession of the Borough, a current written assignment, individually and voluntarily executed by the employee. The Union shall be responsible for securing the signatures of its members on the forms and delivering the signed forms to the Borough.

The Borough agrees to deduct 85% of the current dues from the wages of any employee who has elected not to become a member of Local 1158, of the International Brotherhood of Electrical Workers, A.F.L. – C.I.O.

The Borough will deduct the current Union dues from the pay of the employee(s) on a weekly or a monthly basis, however, not more than four (4) times in any one month provided that if an employee has no pay coming for such pay period or if such pay period is the first pay of a new employee, such dues shall be deducted from the next appropriate pay period. The Borough will deduct from the pay of employee(s) in any one month only dues incurred while an individual has been in the employ of the Borough and only such amounts becoming due and payable in such month. The Borough shall remit to the Union all dues collected on a monthly basis. Such dues shall be remitted on or before the 10th day of the following month.

In the event that a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Borough notice of the change at least thirty (30) days prior to the effective date of such change.

The Union shall indemnify and hold the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Borough for purpose of complying with the provisions of this Article.

ARTICLE 24 – MERIT INCREASES

The employer may at its discretion grant individual merit increases after first notifying the Union.

Upon completion of the seventh (7th) year of service, and for each additional three (3) years of service, the employee shall receive a merit payment of \$500.00 in a separate check. Payment shall be made in the fourth quarter of the year in which it is due. There will be no retroactive payments.

ARTICLE 25 – PAY REDUCTIONS

No person shall suffer a reduction in hourly rate of pay because of the adoption of this Agreement unless the employee has been properly demoted.

ARTICLE 26 – CREDIT INFORMATION

Only verification of employment will be given by the Borough Administrator's office in response to telephone inquiries. Additional information concerning an employee's status will be furnished by the Borough Administrator's office only upon written request from the inquirer and written release by the employee.

ARTICLE 27 – HEALTH AND DRUG BENEFITS

The employer agrees to continue to provide all medical and dental insurance coverage negotiated at the signing of this Agreement. The parties further agree that the employees will be required to contribute to the cost of said medical and dental insurance in compliance with New Jersey State Statutes Public Law 2011, Chapter 78. The Borough shall be responsible to calculate and deduct said contributions from the employee's pay. This insurance will cover all I.B.E.W. employees covered by this Agreement, their spouses and eligible dependent children. This insurance will be provided by a health insurance carrier, self insurance or other means at the discretion of the Borough.

The employer reserves the right to change the insurance carrier so long as the benefits, defined as medical procedures, visits, surgeries, rehab, etc., are substantially similar to the current benefits. Elective procedures such as Lasik surgery, breast augmentation and other similar cosmetic procedures shall not be covered except as medically necessary. In the event the employer seeks to change the carrier or benefits, it will give the I.B.E.W. employees at least sixty (60) days notice as long as the employer has sixty (60) days to provide such notice.

For the purpose of controlling insurance costs, the parties agree, upon receipt of written notice, to discuss cost containment options.

Employees shall be entitled to waive health insurance coverage in compliance with New Jersey State Statutes N.J.S.A. 40A:10-17.1, whereby payment for such waiver cannot exceed the lesser of twenty-five percent (25%) of the amount saved by the Borough as a result of the waiver, or \$5,000.00, provided that the employee can demonstrate that he/she has alternative medical coverage for the employee and dependents. Such waiver will be in writing. The employee may choose to receive the calculated amount in either one lump-sum payment to be made on the 24th bi-weekly payroll period or in 24 equal installments to be paid over the course of 24 payroll periods. The tax liability of all employees (including those not waiving coverage) shall be protected under Section 125 plan. However, this amount is considered wages, thus, the employee is responsible for all taxes and other voluntary or non-voluntary payroll deductions. Employees will be able to return to the Borough's health insurance program under the following circumstances: (1) employee loses his/her alternate health insurance; (2) during the period of open enrollment; or (3) if the employee's alternative medical coverage changes. In the case of an employee that re-enrolls, the Borough will be entitled to a pro-rated return of the amount received by the employee as a result of an employee's waiver.

ARTICLE 28 – DENTAL AND EYE CARE BENEFITS

All full-time, permanent employees will be covered through Local 1158's Welfare Benefit Fund for eye care and dental insurance benefits. The Borough agrees to pay the monthly premium rate of \$105.00/employee, to Local 1158's Welfare Fund for dental and eye care benefits which rate (\$105.00) shall remain constant through the term of the Agreement. Payment for this coverage shall be made to the IBEW, Local 1158, Welfare Benefit Fund by the 20th day of the prior month for which coverage becomes effective and on the 20th of each month thereafter that the coverage is in effect.

ARTICLE 29 – PENSION PLAN

Eligible employees (see Retirement Policy) must enroll in the Public Employees' Retirement System (P.E.R.S.) effective the date of their appointment. All provisions of the system are governed by State Statute and administered by the State of New Jersey, Division of Pensions. Non-contributory life insurance is provided for in the plan. Contributory life insurance is mandatory during the first year of enrollment only.

The Administrator's office will enroll new employees in the system and provide a booklet entitled "Public Retirement in New Jersey". The plan provides for disability, retirement and death benefits. Salary deductions such as contributions for pension, life insurance, social security, union dues, repayment of loans, etc., will be made from the employee's paycheck and will be indicated on the pay stub.

ARTICLE 30 – ON THE JOB INJURY

If an accident or injury occurs while an employee is on the job, the employee shall report the incident to their immediate supervisor or Department Head immediately no matter how minor the injury or accident. It shall be the responsibility of the supervisor or Department Head to ensure that a written report is submitted to the Municipal Clerk on the proper forms within twenty-four (24) hours of the incident.

If medical attention is required as a result of an on the job accident or injury, the employee shall be examined and treated by the Borough's workers' compensation doctor. Medical bills should be sent to the Municipal Clerk.

All employees sustaining on the job compensable injuries not requiring loss of work by the injured employee will be allowed to receive medical treatment and, or therapy during normal Borough working hours only if medical treatment and, or therapy cannot be scheduled after normal Borough working hours.

An employee who is disabled either because of the occupational disability is eligible for benefits under the Borough's workman's compensation disability program.

An employee who is disabled either through injury or illness as a result of, or arising from their employment shall be entitled to special leave of absence with full pay for the period during which such employee is paid temporary compensation payments under the provisions of the Worker's Compensation Laws of the State of New Jersey. An employee shall not be required to utilize any of his/her accumulated sick leave days during the period the employee is eligible for benefits under the Borough's worker's compensation disability program.

Employees returning from authorized leave of absence because of an on the job injury will be restored to their original job classification at the appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits. The Borough reserves the right to obtain a medical opinion, at the expense of the Borough, to determine the employee's fitness to return to duty.

ARTICLE 31 – SICK BENEFITS

Sick leave shall be defined as a required absence from work due to a personal illness, accident, exposure to a contagious disease or required emergency attendance upon a family member of the employee's immediate family who is seriously ill. Under normal circumstances, the employee shall notify their immediate supervisor, or designated person no later than fifteen (15) minutes for Administrative Staff and two (2) hours for Police Communications Officers, prior to their regular starting time in the event of absence due to sickness or injury.

For purposes of this Article, "immediate family" shall mean any relative residing in the same household as that of an employee or any of the following relatives: children; stepchildren; spouse; siblings; parents; grandparents; grandchildren; mother-in-law; father-in-law, daughter-in-law or son-in-law or any relative residing in the employee's household.

All full-time, permanent employees employed by the Borough shall be entitled to fifteen (15) days paid sick leave per calendar year for absence due to sickness or injury. Any sick days not utilized in each year shall continue to accumulate from year to year without limitation. An employee shall use their allotted unused sick days and any unused banked sick days for any and all days lost while out under the federal Family Medical Leave Act or New Jersey's Family Leave Act. Scheduled sick days may be taken in whole or half (1/2) day increments in cases where an employee has a scheduled doctor's office visit.

During the last calendar year of employment with the Borough, employees shall earn sick time at the rate of 1.25 (15/12) days per month. For example: if an employee ceases employment with the Borough on May 1st, regardless of reason, he/she will be entitled to five (5) sick days for that calendar year as calculated – $1.25 \times 4 \text{ months} = 5 \text{ sick days}$.

Employees upon their retirement who have completed a minimum of ten (10) years of continued service as defined pursuant to the Public Employees Retirement System shall be compensated by the Borough for all unused and accumulated sick days as follows:

1. The employee shall receive a lump sum cash payment at the then current rate of pay on a one-for-two day basis until a maximum amount of ten thousand dollars (\$10,000.00) is due and owing said employee for any unused and accumulated sick leave.
2. The employee shall receive terminal leave for the balance thereafter of his/her unused and accumulated sick time, if any, on a one-for-two day basis.

In the event of death of an employee his/her estate shall be entitled to the compensation provided in this Article.

ARTICLE 32 – DEPARTMENTAL RULES AND REGULATIONS

Subject to the approval of the Borough Administrator and review by the Mayor and Council, the Borough may from time to time establish, amend and supplement written rules and regulations affecting the personnel and internal operations of his/her department. Such departmental rules and regulations shall be consistent with New Jersey State Statutes, the Personnel Policy and Procedure Manual, this collective bargaining agreement and any other Borough Ordinance.

All new Rules and Regulations, Policies and Procedures proposed by the Borough of Woodland Park affecting working conditions, or any of the terms of this Labor Agreement will be submitted to the Union for review and discussion before being implemented.

A written copy of the rules and regulations shall be distributed to personnel of the department affected and the local Union.

ARTICLE 33 - ATTENDANCE

Regular and punctual attendance of employees is essential for the efficient operation of the business of the Borough. Employees are required to be present and ready for work at their designated work stations, at the specified starting times and up to closing time unless they are sick or on authorized leave.

Sick time is defined as an absence from work due to personal illness, accident, exposure to contagious disease or required emergency attendance upon a member of the employee's immediate family who is seriously ill.

Unsatisfactory attendance includes abuse of sick leave, absences that precede or follow regularly scheduled days off or holidays and continued tardiness.

Any employee who is absent from work for a period of five (5) consecutive workdays without notification to or authorization from the Department Head will be considered as having resigned "not in good standing". In the absence of good cause for the failure to provide notification, the employee shall have no right to grieve and the Borough has no obligation to follow the grievance procedure set forth in this Agreement.

Administrative employees have the responsibility to notify their supervisor or Department Head within fifteen (15) minutes of their starting time if they are going to be absent or late on any particular day. Police Communications Officers have the responsibility to notify their supervisor or Department Head within two (2) hours of their starting time if they are going to be absent or late on any particular day.

Department Heads must first warn employees in writing about excessive absences and lateness before any recommended disciplinary action is taken against said employee.

After an employee has been absent from work due to an illness or injury for a period in excess of five (5) consecutive days, the Department Head shall require the employee to furnish a medical certificate of a physician having personal knowledge of the employee's condition in support of the employee's absence from work. Failure to submit such medical certificate will result in the sick absence being disapproved and the absence charged to leave without pay. Medical certificates will be forwarded to the Administrator's Office. The Borough reserves the right to obtain a second medical opinion at the expense of the Borough to determine the employee's fitness to return to duty.

Abuse of the attendance policy may be cause for disciplinary action.

ARTICLE 34 - HOURS

All employees, except Police Communications Officers (PCOs) shall work Monday through Friday from 8:30 AM to 4 PM, excluding holidays and shall be assigned to the Department of Administration. Employees working in the Code Enforcement Office shall work 8:00 AM to 3:30 PM.

All employees except PCOs are required to work these hours with sixty (60) minutes off for lunch between the hours of 12:00 noon and 2:00 PM.

Effective with this contract, the PCOs will work the following schedule: 7 AM – 3 PM and 3 PM – 11 PM shifts.

The three (3) PCOs will work a rotating schedule consisting of four (4) consecutive work days on the 7 am – 3 pm tour of duty, followed by two (2) days off; followed by four (4) consecutive work days on the 3 pm – 11 pm tour of duty followed by two (2) days off.

If the Borough chooses to hire a fourth (4th) PCO, this Officer will be assigned to a permanent midnight shift consisting of four (4) consecutive work days on the 11 pm – 7 am tour of duty, followed by two (2) days off; then resuming four (4) consecutive work days on the 11pm-7am tour of duty....etc. PCOs assigned to work a midnight shift shall receive a \$1.00 per hour shift differential.

No Rest Break, with a 45 minute Meal Break. Meal Breaks shall be taken in a location of the employee's choosing including any reasonable location off of the work premises. Reasonable effort shall be made by management to assure that the PCO is relieved of his/her duties for the Meal Break to allow the PCO to take the Break away from the dispatch desk. This is with the

understanding that the workload of the Police Department may delay the requested Meal Break, in such cases Meal Break times will be taken as soon as the work load is diminished and relief coverage can be provided.

When a full time PCO requests a holiday, vacation day, personal day, or calls in sick for his/her assigned shift, that shift shall be filled in the following succession:

- (1) a full time police officer who is assigned to "light duty" and who is scheduled to work the vacant shift in question;
- (2) offered (overtime) to other full time PCOs, on a rotating basis;
- (3) offered to part time PCOs on a rotating basis;
- (4) If the overtime shift is a dayshift or afternoon shift and cannot be voluntarily filled for overtime, the PCO working the midnight shift may be contacted and switched one or more of his/her midnight shifts to the open shift on days or afternoons. This switch must take place within the same four day work block.

In situations where the midnight PCO can't be moved or is unavailable, the PCO working the previous shift shall be held-over for four hours and the PCO working the following shift shall be called in four hours early in order to cover the shift. If the PCO working the following shift cannot be contacted, then the PCO working the previous shift shall be held for the entire shift. The entire eight hour shift must be covered by a PCO.

After all the above options have been exhausted, management reserves the right to order one of the fulltime PCOs to work. PCOs being held, or ordered in, will be compensated at their overtime rate. PCOs ordered in to work on a pre-approved holiday, for the shift that they were originally scheduled, shall be paid at a rate of double time for that specific shift, in addition to their holiday pay. PCOs cannot work more than sixteen (16) consecutive hours in a twenty-four (24) hour period. No PCO shall be required to work more than 24 hours within a 48 hour period. If the overtime shift is a midnight shift and cannot be voluntarily covered for overtime there will be no requirement that a PCO get held over or ordered in. The desk will be monitored by a police officer assigned to the shift.

- (5) a full time police officer.

Overtime shall be at the discretion of Management or Department Head.

Police Communications Officers are subject to the Police Departments rules, regulations, sop's, orders and directives that are applicable to their positions.

Working hours may be changed for good reason by the Mayor and Council with three (3) days written notice to the Union.

ARTICLE 35 – WORK SCHEDULE AND OVERTIME

Daily and weekly work schedules shall not be altered except by mutual consent of the Union and the Borough. Otherwise, all agreed to practices concerning daily and weekly work schedules, hours, breaks and lunches shall remain in effect for the life of this Agreement.

In the event an employee has cause for reporting late or being absent, the employee shall provide as much advance notice to his immediate supervisor as is reasonably possible consistent with past practice. In the case of a reported absence or lateness, the involved Administrative Employees shall give notice within fifteen (15) minutes of his/her starting time; two (2) hours for Police Communications Officers.

In order to meet the demands of work within the Borough, employees may be required to work in excess of the hours of work designated as the normal work day for their class title. Overtime will be authorized by the department head and/or Administrator. The need for overtime, during the week, Saturdays, Sundays and Holidays, within the Borough is at the sole discretion of management. Employees (other Police Communications Officers) will be offered overtime in the following succession: (1) the regular permanent employee within the department requiring the overtime who normally performs the functions that require the overtime; (2) other regular permanent employees within the Department requiring the overtime; (3) seasonal or part-time employees within the Department requiring the overtime; (4) regular permanent employees from another department; and (5) seasonal or part-time employees from another department. The immediate supervisor will contact the Department Head and/or Administrator if he/she needs additional help from another Department to work overtime.

The Borough will post the availability of overtime for weekday, Saturdays, Sundays, and Holidays when the need is identified. All employees who want to work overtime must advise their supervisor of their availability to work the overtime by a date and time specified by management. If there are more volunteers to work the overtime than required, overtime will be assigned based upon seniority within each of the categories following the succession stated above. If there are insufficient volunteers to work the overtime, the overtime will be assigned to employees in category (3) above; then (2) above; then (1) above; in reverse seniority within each of the steps stated above.

Employees of the Borough shall receive compensatory time at the rate of one and one-half (1 and ½) times the hourly rate of pay after forty (40) hours of work per week. Otherwise employees shall receive straight time for all hours worked up to forty (40) hours per week except when an eligible employee is asked to return to work after having completed the regular work day, the employee shall receive compensatory time at the rate of one and one-half (1 and ½) times the hourly rate of pay whether or not the employee has worked forty (40) hours.

The hourly rate for purposes of calculating compensatory time shall be calculated on the basis of 1/2080 of the annual rate of pay of those employees on a forty (40) hour week and 1/1820 for those employees on a thirty-five (35) hour week.

ARTICLE 36 – OUTSIDE EMPLOYMENT

Outside employment is permitted provided it does not interfere with an employee's performance or compromise an employee's position with the Borough through conflict of interest.

Outside employment is not to interfere with the needs of the Borough. An employee shall be available to work overtime when there is an emergency or a departmental requirement. An employee's position with the Municipality shall take precedence over any other employment.

ARTICLE 37 – GRIEVANCE PROCEDURE

A grievance is defined as a disagreement or dispute between the employee and the Municipality concerning the terms of employment. It is the policy of the Municipality, that every employee at all times are treated fairly, courteously, and with respect. Conversely, every employee is expected to accord the same treatment to their associates, supervisor, and the public.

All grievances are to be settled in the following manner:

STEP 1: The employee, employees involved or the employee's representative shall present the grievance in writing to the employee(s) Department Head no later than three (3) working days of the occurrence causing the grievance. The Department Head's response to the employee shall be made within three (3) working days to the employee(s) by said Department Head, as long as the Department Head is scheduled to work during that three (3) day period.

STEP 2: If the grievance is not satisfactorily resolved in STEP 1, the grievance shall be submitted in writing to the Borough Administrator by the employee, employees involved or the employee's representative within five (5) working days of receipt of the Department Head's response. Within five (5) days of the employee's submission of the grievance to the Borough Administrator, a meeting will be held between the Borough Administrator, shop steward, the aggrieved employee and the aggrieved employee's designated representative, as long as the Administrator is scheduled to work during that five (5) day period. The answer of the Borough Administrator shall be in writing and shall be given to the aggrieved employee and his/her representative within five (5) working days following the meeting.

STEP 3: If the grievance is not satisfactorily resolved in STEP 2, the grievance together with all related documentation may be submitted to the Mayor by the aggrieved employee for formal hearing which hearing, unless otherwise agreed, shall be held within five (5) working days following the Borough Administrator's decision. Upon the request of either the Borough or the aggrieved employee, a pre-hearing conference may be held. The shop steward, the aggrieved employee and the aggrieved employee's designated representative may attend any scheduled pre-hearing conference as well as the hearing. After the hearing which shall be on the documentation submitted, the Mayor will render a decision on the matter within fifteen (15) working days.

STEP 4: If the aggrieved is a permanent employee, he/she shall have the right to pursue all legal remedies afforded by the provisions of the Civil Service Act, should the grievance not be settled in any of the previous steps.

ARTICLE 38 – HOLIDAYS AND PERSONAL DAYS

All permanent full-time employees, with the exception of full time Police Communications Officers, are entitled to twelve (12) paid holidays a year as follows:

New Year' Day; Presidents Day; Good Friday; Memorial Day; Fourth of July; Labor Day; Veterans Day; Columbus Day; General Election Day; Thanksgiving Day; Day After Thanksgiving; and Christmas Day. In addition, Christmas Eve work hours shall be 8:30 AM to 12 noon.

If a holiday falls on a Saturday, it will be celebrated on the preceding Friday. If a holiday falls on a Sunday, it will be celebrated on the following Monday.

If one of the above holidays falls within an employee's vacation period, the day will not be charged against the employee's vacation entitlement.

All full time Police Communications Officers (PCOs) covered by this Agreement shall be entitled to twelve (12) annual "floating holidays". Each employee shall be entitled, subject to the needs and approval of the Police Department, to utilize four (4) "floating holidays" in each of the following periods, each of which shall consist of four (4) months:

January 2 – April 30

May 1 – August 31

September 1 – January 1

Such days shall not accumulate from one period to the next unless such "floating holidays" are denied due to staffing requirements of the Police Department. "Floating Holidays" shall not be cumulative and must be taken within the year earned. "Floating Holidays" not taken in the last trimester shall be carried over to the following year in cases where the Police Department determines that the employee cannot take all of the allotted "floating holidays" during the last trimester. In such cases, all carry over "floating holidays" must be used no later than April 30 of the following year. For the period December 18 through January 1, an employee shall be permitted to utilize holiday(s) provided he/she can be replaced.

In the event that the Mayor and/or governing body of the Municipality declares an additional holiday for employees covered under this agreement, the Borough agrees that full time PCOs who are working on that declared holiday, shall be given compensatory time in lieu of an extra holiday. This compensatory time may be scheduled at the mutual convenience of the employee and the Police Department.

All employees covered under this agreement shall be entitled to four (4) personal days with pay per year with at least one (1) day advance notification required.

ARTICLE 39 - VACATIONS

Full time permanent employees are entitled to annual vacations based on the following schedule and will be credited to the employee on January 1st of each year:

Up to one (1) year of service: One (1) working day for each month of service.

After one (1) year and up to ten (10) years of service: Twelve (12) days.

After ten (10) year and up to fifteen (15) years of service: Fifteen (15) days.

At the Start of 16 years of service: 16 days

At the Start of 17 years of service: 17 days

At the Start of 18 years of service: 18 days

At the Start of 19 years of service: 19 days

At the Start of 20 years of service: 20 days

Vacation must be taken in one (1) and two (2) week blocks except for up to five (5) days which may be taken individually.

All full-time permanent employees currently employed by the Borough on the effective date of this Agreement shall be "grand-fathered" at their existing benefit level for vacation so as not to lose any vacation days from the amount of days they were receiving prior to the implementation of this Agreement.

Vacation shall not be cumulative and must be taken within the year earned. Vacation time not taken within the year earned shall be carried over to the following year in cases where the Department Head and Borough Administrator agree that the employee cannot take all of the accrued vacation. In such cases, up to one-half (1/2) of the previous year's vacation carry-over time must be used by July 1st. Any unused vacation days from the previous calendar year shall be paid after July 1st of the following year. Requests to carry over unused vacation days into the following year must be submitted to the Department Head for approval by November 1st and then forwarded to the Borough Administrator for approval by December 1st. An official holiday occurring during an employee's vacation period shall not be counted as a day of vacation.

Department Heads will submit a vacation schedule of their employees to the Borough Administrator by a date as determined by the Borough Administrator.

Except as otherwise provided in this Agreement, upon termination of employment, entitlement to vacation time shall be determined in full days only and shall be prorated on an earned basis. If the employee has taken more vacation than the prorated entitlement, payment will be made to the Borough by deduction from the employee's paycheck. Any vacation leave in lieu of vacation pay will be granted at the discretion of the Borough Administrator based on the recommendation of the Department Head.

During the last calendar year of employment with the Borough, employees shall earn vacation time at the rate of one twelfth (1/12) per month of the respective number of vacation days at his/her level of seniority. For example: if an employee with twenty (20) years of service ceases

employment with the Borough on July 1st, regardless of reason, he/she will be entitled to ten (10) vacation days for that calendar year as calculated – 20 vacation days / 12 months X 6 (Jan – June) = 10.

Employees may receive advance payments of salary prior to a scheduled vacation provided a written request is submitted to the Treasurer's Office at least two (2) weeks in advance of the scheduled vacation.

The Department Head reserves the right by reason of pressure of business for the general welfare of the Borough, to designate the periods during which an employee may take a vacation. In case of conflict in vacation schedules, an employee's length of service with the Borough will be used to determine preference. However, in any instance proper staffing of the department must take precedence over all other considerations in scheduling vacations.

Requests for single day vacations should be submitted at least three (3) days in advance to the Department Head. The minimum amount of vacation that can be taken at one time is one-half (1/2) day.

ARTICLE 40 – BEREAVEMENT LEAVE

Permanent full-time employees will be granted, upon recommendation of the Department Head and the approval of the Borough Administrator, time off with pay from the day of death until the day of the funeral inclusive in the event of death in the immediate family.

This leave is not to exceed three (3) work days. An employee may request additional leave in excess of three (3) days where exigent circumstances of hardship necessitate the request. The additional time off shall be deducted from accrued vacation, compensatory time or personal leave or shall be charged as leave without pay. The request for additional leave shall be made to the Borough Administrator.

An employee should notify the Department Head and the Borough Administrator and/or the Mayor of a death in the family and of the need for leave as soon as practical. Reasonable proof of death (and/or of relationship) shall be submitted to the Department Head.

For purposes of this Article, "immediate family" shall mean any relative residing in the same household as that of an employee or any of the following relatives: children; stepchildren; spouse; siblings; parents; stepparents; grandparents; spouse's grandparent; grandchildren; mother-in-law; father-in-law; daughter-in-law or son-in-law; or any relative residing in the employee's household.

Permanent full-time employees will be granted, upon the recommendation of the Department Head and the approval of the Borough Administrator and/or the Mayor, time off in the event of death of an aunt, uncle, niece or nephew when such relative does not reside in the same household as that of the employee. The employee shall be charged a vacation, compensatory or personal day off for the time off.

ARTICLE 41 – JURY DUTY

In the event an employee is called to jury duty, time off without loss of pay will be granted for a maximum of two (2) weeks. Absence from work will not be counted against any accumulated vacation time of the employee. The employee will be paid only for the time required to serve on jury duty; and if there are times the employee is not scheduled for jury duty or is released early, the employee must return to work. The employee shall receive the difference between jury duty pay and regular pay. The employee must present a copy of the summons to jury duty to his/her Department Head immediately. Upon receipt the Department Head will forward a copy of the document to the Administrator's Office.

ARTICLE 42 – LEAVE OF ABSENCE WITHOUT PAY

Permanent employees may request a leave of absence without pay for good cause. The Mayor and Council based upon the recommendation of the appropriate Department Head and Borough Administrator may either approve or deny the request.

Leave without pay in any event will not exceed a six (6) month period. Leave without pay will not be granted in cases where a change of employment is involved.

An employee on leave will not be entitled to benefits during the duration of the leave but upon return from leave will be entitled to a position of equal status and to pay that which was held when the employee went on leave.

If such leave is granted, it is necessary that a copy of the approving resolution be sent to the Division of Pensions of the State of New Jersey.

No employee shall return to work prior to the expiration of his/her leave without prior approval of the Borough Administrator. An employee who works for another employer during his/her leave or who gives false reason for leave shall be disciplined up to and including discharge.

An employee who does not return to or overstays a leave of absence, may be considered to have quit his/her employment, and if rehired, shall be considered a new employee.

During an approved leave of absence the employee may continue health insurance or pension coverage by paying the cost of such coverage to the Borough every two (2) months in advance.

An employee desiring a leave of absence shall submit a request in writing to his/her Department Head stating the reason for and duration of the leave requested. The request together with comments from the Department Head will be forwarded to the Borough Administrator. The Borough Administrator will then submit the request with his/her recommendation to the Mayor and Council for consideration.

ARTICLE 43 - WAGES

All employees covered by this Agreement shall receive the following wage increases:

Effective January 1, 2017 – 2 % increase.

Effective January 1, 2018 – 2 % increase.

Effective January 1, 2019 – 2 % increase.

Effective January 1, 2020 – 2 % increase.

ARTICLE 44 – TUITION REIMBURSEMENT

Any employee required by the Borough to take a job-related course after normal working hours or on Saturday shall be paid compensatory time at a rate of one and one-half (1 and ½) times the regularly hourly rate of pay. In addition, the Borough shall reimburse employees for the cost of any job-related course that the employee is required to attend by the Borough provided, however, that to be eligible for reimbursement and compensatory time, the course must be pre-approved by the Borough Administrator.

ARTICLE 45 – SATURDAY, SUNDAY AND HOLIDAY PAY

Employees shall receive compensatory time for all work performed on a Saturday at the rate of time and one-half (1 and ½) of their regular hourly rate of pay.

Employees shall receive compensatory time for all work performed on a Sunday at the rate of double (2) times of their regular hourly rate of pay.

Employees required to work on a holiday will receive compensatory time at the rate of time and one-half (1 and ½) of their regular hourly rate of pay in addition to their regular holiday pay.

ARTICLE 46 - UNIFORMS

All full time Police Communication Officer (PCO) covered by this Agreement shall be entitled to an annual uniform allowance of \$800.00 per year in years 2017 and 2018; and an allowance of \$900.00 per year in years 2019 and 2020. Said uniform allowance shall be rolled into the PCO's base salary. All PCOs must wear their uniform on a full-time basis to be eligible for the allowance. In the case of newly hired full time PCOs, he/she shall be provided with an annual clothing allowance for the year of hire without pro-rata reduction so that the new officer may be properly outfitted.

ARTICLE 47 – SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

It is agreed and understood that notwithstanding anything to the contrary herein, the Borough must and will comply with the applicable Civil Service statutes or regulations. Therefore, to the extent that anything in this Agreement is inconsistent with, differs from, or provides rights greater than those provided for under any Civil Service statute or regulation, the applicable Civil Service statute or regulation shall govern. In such cases, neither the Union nor the covered employees may grieve pursuant to the grievance procedure set forth in this Agreement the Borough's compliance with Civil Service law.

ARTICLE 48 – COMPENSATORY TIME

Compensatory ("comp") time paid or earned shall be at the rate of one and a half (1 and ½) times regular pay if earned as overtime. Comp time can be accumulated and carried over from year to year not to exceed eighty (80) hours. Comp time in excess of eighty (80) hours is to be used in the calendar year in which it was earned unless it was earned in the last quarter of the year, then to be used by the end of the first quarter of the next year. If due to work demands attested to by the Department Head or the Borough Administrator, and employee is unable to utilize comp time in excess of eighty (80) hours earned prior to the fourth quarter of the year, the employee shall be paid for such excess comp time. Comp time when paid is to be paid at the rate of pay in effect at the time taken not at the rate when earned.

ARTICLE 49 – MILEAGE ALLOWANCE

Employees required to use their personal vehicles for or on authorized business shall be reimbursed at the annual rate established by the Internal Revenue Service for use of personal vehicle for business purposes. Expenses incurred for necessary parking and tolls directly related to the authorized use of the vehicle on Borough business are allowed and shall be reimbursed. Payment shall be made provided the Borough Voucher is submitted properly completed along with supporting documentation.

ARTICLE 50 - RESIDENCY

To be eligible for employment, all employees must have resided in the Borough of Woodland Park for at least one year prior to commencement of employment and for the period of one year following commencement of employment. If a position cannot be filled by a qualified resident, the Borough has the right to hire a non-resident. The Borough will effectuate a change in the existing residency ordinance so that it comports with this provision.

ARTICLE 51 – HEALTH AND SAFETY

The Borough agrees to meet with representatives of the Union to discuss and resolve any health and safety issues that may arise.

ARTICLE 52 – WEATHER EMERGENCY

In the event of a declared weather emergency and the Borough offices are closed all employees shall receive a full days pay. If an employee cannot report to work due to a weather emergency and the Borough offices have not been closed, then the absence will be charged to accumulated time on the books at the employee's designation.

ARTICLE 53 – LONGEVITY

All full time permanent employees hired prior to August 15, 1998, shall be entitled to longevity pay based upon years of consecutive and accumulative service to the municipality in accordance with the following guide:

<u>YEARS OF SERVICE</u>	<u>% OF BASE SALARY</u>
After completion of five (5) years	2 percent.
After completion of ten (10) years	4 percent.
After completion of fifteen (15) years	6 percent.
After completion of twenty (20) years	8 percent.
After completion of twenty-four (24) years	12 percent.

All full time permanent employees hired between August 15, 1998 and December 31, 2016, shall be entitled to longevity pay based upon years of consecutive and accumulative service to the municipality in accordance with the following guide:

<u>YEARS OF SERVICE</u>	<u>% OF BASE SALARY</u>
After completion of fifteen (15) years	6 percent.
After completion of twenty (20) years	8 percent.
After completion of twenty-four (24) years	12 percent.

All periods of service shall be computed from January 1st of the year of full time permanent appointment unless the date of said appointment took place on or after July 1st, in which case said period of service shall be computed from January 1st of the year following said appointment. Said longevity pay shall be paid in equal payments within the employee's regular periodic paycheck. If an employee leaves the employment of the Borough of Woodland Park in the year longevity is due, he/she is entitled to longevity pro-rated on the basis of one-twelfth (1/12) for each month of service completed. Leaves of absence, unless caused by illness or service connected disability, will disqualify an employee from receiving any longevity as he shall not have had consecutive and cumulative service.

Employees hired on or after January 1, 2017 are not eligible for longevity pay.

ARTICLE 54 – OFFICE ATTIRE

All employees covered under this contract, with the exception of Police Communications Officers, will be allowed to wear clean, not ripped denim pants (jeans) on Fridays, while maintaining a mature professional look at all times. No shorts, halters, tank tops or backless attire is permitted at any time during business hours.

ARTICLE 55 – TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2017 through December 31, 2020. When signed by the Borough and the Union, or their duly authorized representatives it shall remain in force and effect until midnight December 31, 2020 and thereafter from year to year unless either party desires to change, modify or abrogate same, in which event they shall notify the other party in writing one hundred and twenty (120) days prior to the expiration date of the actual changes desired. Negotiations shall commence within thirty (30) days of detailed notifications.

Any notice may be given to either or the parties at the following address by registered mail or by personally delivering same to:

LOCAL 1158
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
A.F.L. – C.I.O.
1149 BLOOMFIELD AVENUE
CLIFTON, NEW JERSEY 07012

OR

BOROUGH OF WOODLAND PARK
5 BROPHY LANE
WOODLAND PARK, NJ 07424

ARTICLE 56 – FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargained issues which were the subject of negotiations.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

Whenever there should appear to be a conflict between the terms of this Agreement and the New Jersey Civil Service Law (N.J.S.A. 11A:1-1 et. seq.), or the Revised Civil Service Rules for the State of New Jersey (N.J.S.C. Title 4), the terms of the latter Law and Rules shall prevail.

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with applicable law.

ATTEST:

K. Gallan

1/19/17
Dated

BOROUGH OF WOODLAND PARK

[Signature]
Mayor Keith Kazmark

ATTEST:

[Signature]

2-6-17
Dated

LOCAL 1158, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS,
A.F.L. - C.I.O.

[Signature]
Joseph P. Calabro, Business Manager

[Signature]

2-1-17
Dated

[Signature]
Chris Taylor, Chief Ship Steward

Handwritten scribble or signature

Handwritten scribble or signature