

## Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2015 thru 12/31/2018.

Employer: Borough of Highlands

County: Monmouth

Date: 12/11/2015

Name: Carolyn Cummins

Print Name

Title: Borough Clerk

  
Signature

**CONTRACT BETWEEN**  
**BOROUGH OF HIGHLANDS**  
**AND**  
**COMMUNICATIONS WORKERS**  
**OF AMERICA**  
**LOCAL 1032**  
**EFFECTIVE**  
**January 1, 2015 - December 31, 2018**

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**PREAMBLE**  
**ARTICLE 1**

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the Borough of Highlands, by its authorized official, hereinafter referred to as the "Employer" and Communications Workers of America Local 1032. This agreement shall be in effect and operative for a four (4) year period from January 1, 2015 through December 31, 2018, has as its purpose the promotion of harmonious relations between Employer and CWA Local 1032, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

**RECOGNITION OF LOCAL 1032, CWA**  
**ARTICLE II**

The Employer recognized the CWA Local 1032 as the sole representative of the Employees in the following job classification for the purpose of negotiating proposals covering wages, hours of work and other terms and conditions of employment.

**INCLUDED:**

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

**CLASS A:** Laborers, equipment operators, sewer treatment plant operators in Department of public works.

**CLASS B:** Radio Dispatchers, School Crossing Guards, except those temporary Employees who, are not subject to the provisions of Civil Service Statutes and regulations.

**AND** All of the White Collar Workers employed by the Borough of Highlands in the following job classifications:  
Principal Tax Clerk (Typing)  
Assessing Clerk (Steno) P/T  
Municipal Court Clerk  
Deputy Municipal Court Clerk  
Senior Clerk Typist-Building & Housing P/T  
Finance Clerk P/T  
Cashier  
Principal Account Clerk P/T  
Fire Sub-Code Official  
Recreation Assistant F/T  
Assistant Mechanic - \$2,000/year increase once four out of eight certifications for ASE are obtained.  
Police Department Records Clerk  
Recreation Aides

Excepting those temporary employees who are not subject to the provision of Civil Service Statutes and Regulations.

CLASS A: All Articles of this Agreement, shall apply to all Class A – Blue Collar Workers.

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

**WHITE COLLAR WORKERS:**

All Articles of this Agreement, shall apply to all – White Collar Workers.

**PART-TIME EMPLOYEES:**

Any part-time employee who has at least ninety (90) days of service with the Borough and becomes full-time shall have no waiting period for benefits. In addition, part-time employees sick, vacation and personal days shall begin accumulating after ninety (90) days.

**UNION ACTIVITY**

**ARTICLE III**

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

**EQUAL TREATMENT**

**ARTICLE IV**

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

**RANDOM DRUG TESTING**

**ARTICLE V**

A. The Borough and the Union agree that the Borough and the Union Members deserve a safe and drug free work environment. These needs are particularly important considering the vehicles and equipment being used by the Borough Employees and the handling of cash. In order to ensure the same, the Borough shall be entitled to perform random drug testing, provided the same is not done more frequently than three times in one calendar year, and all employees will be tested at least once per calendar year.

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

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

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

E. If the re-test discloses a positive finding, a program of rehabilitation will be discussed with the employee.

**MANAGEMENT RIGHT CLAUSE**  
**ARTICLE VI**

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

A. To determine the care, maintenance, and operations of equipment and property used for and on behalf of the Employer.

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

C. To discontinue processes of operations or to discontinue their performance by employees,

D. To select and determine the number and type of employees required to perform the Employer's operations.

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

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

G. To ensure that incidental duties connected with departmental operations, whether enumerated in job description or not, shall be performed by employees.

H. To establish contracts or sub-contracts for Employer operations, provided that this right shall not be used for the purpose of intention of undermining the CWA Local 1032 or discrimination against its members.

**ESTABLISHMENT OF WORK RULES**  
**ARTICLE VII**

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

**GRIEVANCE PROCEDURE**  
**ARTICLE VIII**

**Section 1: General**

“Grievance” shall mean a complaint by an employee(s) that there has been a misinterpretation or violation of policies, this agreement and administrative decision affecting them.

**Section 2: Exception to Grievance Procedures**

This procedure shall not serve in lieu of processes which must be followed in accordance with New Jersey Law or Rules and Regulations promulgated therewith.

**Section 3: Procedure to be followed**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. A grievance to be considered under this procedure must be initiated in writing, by the employee within seven (7) days of its occurrence. If the matter is not grieved within seven (7) working days of its occurrence, it is not the subject of a grievance.

**Step 1:**

Any employee having a grievance shall present it in the first instance to the Supervisor within seven (7) working days after the occurrence of the event out of which the grievance arised. If the employee so requests, his representative shall be present.

**Step 2:**

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

**Step 3:**

If the employee is not satisfied with the decision of the Business Administrator at the second step the grievance shall be placed in writing, signed by the employee and presented to the Mayor and Council within three (3) working days after the date of the decision by the Business Administrator, The employee, personally, may grieve under this Step to the Mayor and Council. The Mayor and Council shall within ten (10) working days of receipt of the written grievance arrange a meeting with the employee and his representative.

The Mayor and Council shall give the employee a written answer to his/her grievance within three (3) working days after the date of such meeting. Alternatively, the Mayor and Council may review the written grievance of the employee in lieu of arranging a meeting with the employee and his representative. In this event, the Mayor and Council shall give the employee a

written answer to the grievance within three (3) working days after the date of the review aforesaid. In the event the grievance is not settled at Step 2 of this procedure, the employee may elect to proceed through Civil Service of Step 2 of this grievance procedure, the choice of the employee then becomes exclusive in nature and he cannot avail himself, at a later time, of the procedure not used by him to settle a grievance.

**Step 4:**

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

**Step 5:**

In using the grievance procedure established herein, an employee is entitled at each step to be represented by CWA Local 1032 representative or any attorney of his own choosing, but not by both. However, both the representative and attorney may be present at the meeting. In the event that both a union representative and an employee's attorney are both present at a meeting, only one shall be designated as a spokesperson for the purpose of representation at such meeting.

**SALARY AND LONGEVITY**  
**ARTICLE IX**

**Section 1:**

Effective and retroactive to January 1, 2015 all employees in the bargaining unit shall have their base salary increased by 2% across-the-board.

Effective January 1, 2016 all employees in the bargaining unit shall have their base salary increased by 2% across-the-board.

Effective January 1, 2017 all employees in the bargaining unit shall have their base salary increased by 2% across-the-board.

Effective January 1, 2018 all employees in the bargaining unit shall have their base salary increased by 2% across-the-board.

**Section 2:**

An employee who performs work in a higher paid title which is clearly outside of his/her Department of Personnel job description for more than 20 consecutive days or after 30 nonconsecutive days in a calendar year shall receive the pay of the higher title. In no event shall this procedure be used in lieu of promoting a duly qualified employee when available.

In the event that an employee works more than 20 consecutive days, the higher title pay will be retroactive to the first day, in the event of more than 30 non-consecutive days, higher pay shall begin on the 31<sup>st</sup> day.



**Section 3:**

Department of Public Works Employee sustaining a workmen's compensation compensable injury shall receive full salary during their absence for a maximum of eight (8) weeks and Non-Class A Employee shall receive full salary during their absence for a maximum of four (4) weeks, provided, however, any employee engaging in any gainful employment during that period shall forfeit all salary for the entire period of absence. Workmen's Compensation Benefits received for a period of absence shall be assigned to the Employer.

**Section 4(a) - Longevity:**

In addition to the wage agreed upon in Section 1 through 3 above, employees shall receive a longevity supplement in accordance with the following schedule. Longevity shall not be paid to any employee hired after January 1, 2012. Any employee rehired to the same Department after a layoff that occurred on or after January 1, 2009 and prior to January 1, 2012 shall not be considered a new hire under this section.

- A. After five (5) years of service, 3% of hourly rate or salary, whichever applies.
- B. After ten (10) years of service, a total of 6% of the hourly rate or base salary, whichever applies.
- C. After fifteen (15) years of service, 9% of hourly rate or base salary, whichever applies.
- D. After twenty (20) years of service, 12% of the hourly rate or base salary, whichever applies.
- E. In no event shall any employee receive more than a \$4,000 supplement for longevity.
- F. Longevity pay for a calendar year will be spread over the pay periods of employees during that year.

**Section 4(b):**

All longevity, vacation and sick time for Class B employees shall be pro-rated if permanently employed by the Borough.

**HOLIDAYS VACATIONS AND SICK LEAVE**  
**ARTICLE X**

A. Class A members shall be entitled to twelve (12) paid Holidays during the term of this contract. The Holidays are listed as follows:

New Year's Day  
Martin Luther King's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day

Day After Thanksgiving  
Christmas Day

One "Floating Holiday" to be selected by the employee with approval of the Borough Administrator on an individual basis. Employees hired after January 1, 2012 shall not be eligible to receive the "Floating Holiday." Any employee rehired to the same Department after a layoff that occurred on or after January 1, 2009 and prior to January 1, 2012 shall not be considered a new hire under this section.

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

Part-time employees shall receive five (5) sick days and the following seven (7) Holidays.

New Year's Day	Memorial Day
Martin Luther King Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

- 2A. Crossing Guards will receive five (5) vacation days, five (5) sick days and six (6) floating Holidays to be selected by the employee with the approval of the Borough Administrator. This provision is to allow the Holiday schedule for Crossing Guards to coincide with the school calendar. Crossing Guards hired after January 1, 2012 shall not be entitled to paid holiday and vacation days. Any Crossing Guard who is employed on January 1, 2012, subsequently laid off and later rehired as a Crossing Guard shall not be considered a new hire under this section.

B. When an employee is required to work on any of the above Holidays, he shall be paid at the rate of 1 ½ times the normal hourly rate of pay of said employee, or compensatory time off at the discretion of the employee upon the due notices to the Borough Administrator.

- 1B. If the employee is unable to use his compensatory time due to operational consideration, the employee may request payment within thirty (30) days, upon notice to the Borough Administrator. All Employees must work or be on approved vacation on the regular working day before and the regular day after the holiday in order to be entitled to receive credit for the holiday. In instances of sick calls the employee shall be entitled to receive credit for the holiday provided he/she provides a doctor's note.

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

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

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

Effective January 1, 2016, part-time employees shall receive vacation days according to the following schedule:

1-10 years of service	6 days with pay
11-20 years of service	8 days with pay
20 or more years of service	10 days with pay

Part-Time employees receive five (5) vacation days for 2015.

- 1C: All vacations must be posted on the bulletin board, according to seniority, no later than January 15<sup>th</sup> of each year. Approval of vacation request will be made within five (5) working days. Unless the employee receives written notification to the contrary, vacation approval will be automatic.
- 2C: After January 15<sup>th</sup> of each year, employees will give thirty (30) days notice when requesting vacation time. Management will have ten (10) days to disapprove a vacation request. Management shall respond, in writing to the employee as to the outcome of all vacation request. (Approval or Denial).
- 3C: At the discretion of the Borough Administrator and Department Manager, additional vacation usage may be approved without thirty (30) days notice.

D. Each Class A employee shall be allowed three (3) “personal days” per year without explanation, provided the request is submitted to the Administrator at least twenty-four (24) hours in advance. In emergency situation the Borough Administrator shall have the discretion of waving the 24 hour notice.

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

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

First year – one sick day per month every year thereafter – 15 sick days, credited in January of each year.

The Borough may require a doctor’s note from all full-time and part-time employees in the following instances.

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

- 2) When an employee has used all fifteen (15) days before the end of the current calendar year, or in the case of part-timers their yearly allotment.
- 3) When there is a documented pattern of abuse.

F. Reimbursement for unused sick time: Any employee having not less than ten (10) years of service for the Employer shall be compensated at the time of retirement for unused sick time in an amount equal to one hundred (100%) percent of his/her daily pay rate at the time of retirement times the number of unused sick days provided the employee gives six (6) months written notice of his retirement to the Borough Administrator during the calendar year prior to retirement. In the event of any employee's death all sick days, vacation days and personal days, are to be paid to the beneficiaries at (100%) of that employee's daily rate.

Reimbursement for unused sick time at retirement shall be capped at \$7500. Those employees with accrued and unused sick days that total more than \$7500 as of June 5, 2012 will be grandfathered and will be entitled to reimbursement up to the amount of the total unused and accrued sick leave they have as June 5, 2012.

Any employee who commences employment on or after the date of ratification of this Agreement (June 17, 2015) shall only be eligible for compensation for unused sick time upon retirement, subject to the following conditions:

- Employee must be employed for at least fifteen (15) years with the Borough;
- Any payment shall be at 75% of the value of the unused sick leave, not to exceed \$7,500.00

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

H. No employee shall carry over more than ten (10) days vacation into the next year unless requested in writing and approved by the Borough Administrator.

I. Maternity Clause: The Borough will follow the Federal Family Leave Act in regard to maternity leave regardless of this number of Borough Employees.

J. Full-time employees, after their first year of employment, will be permitted to cash out up to ten (10) sick days at the end of the year. Payment for such leave will be made in January of the following year.

Part-Time employees, after their first year of employment, will be permitted to cash out up to three (3) sick days at the end of the year. Payment for such leave will be made in January of the following year.

All employees who wish to cash out sick days at the end of the year must provide notice of intent to the Borough by December 1<sup>st</sup>.

**K. Donated Sick Leave Program**

**General**

There will be times when an employee suffers from catastrophic illness or injury which necessitates the employee's prolonged absence from work and for which the employee has no available paid leave. The Borough recognizes that co-workers would like to assist their fellow employees under such circumstances by volunteering to donate a portion of their accumulated benefit days to the employee(s) suffering from the catastrophic illness or injury. The Borough of Highlands will at all times comply with all applicable laws, statutes and regulations. This program is subject to approval by the Chair of the Civil Service Commission.

#### **Donated Leave Program Eligibility and Procedure**

A Borough employee may be eligible to receive donated sick or vacation leave if the employee:

- a. Has completed a least one year of continuous service; and
- b. Has exhausted all accrued sick, vacation and administrative leave, all sick leave injury benefits, if any, and all compensatory time off, if any, as of the date the desired absence would commence; and
- c. Has not, in the two-year period immediately preceding the employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave; and
- d. Either:
  - i. Suffers from a catastrophic health condition or injury;
  - ii. Is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury; or
  - iii. Requires absence from work due to the donation of organ (which shall include, for example, the donation of bone marrow).

A Borough employee shall request that the Borough approve his or her participation in the program, as a leave recipient or leave donor. The employee's supervisor may make such a request on behalf of the employee for his or her participation in the program as a leave recipient.

- a. The employee or supervisor requesting the employee's acceptance as a leave recipient shall submit to the appointing authority medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury, or the donation of an organ, as the case may be. If the employee leave extends beyond the anticipated return to work date as set forth in the Physician or Health Professional's certification then updated verifications must be submitted to the Borough for continued eligibility to utilize donated leave.
- b. When the Borough has approved an employee as leave recipient, the appointing authority or their designee shall, with the employee's consent, post or circulated the employee's name along with those of other eligible employees in a conspicuous manner to encourage the donation of leave time, and shall provide notice to all negotiations representatives in that appointing authority.

If the employee is unable to consent to this posting or circulation, the employee's family may consent on his or her behalf.

An employee who is a recipient of the program will be allocated benefit days based on the physician's anticipated duration of the illness or injury. If the employee returns to work prior to the anticipated date of return, the remaining donated leave days will be returned to the employees who donated leave time in accordance with paragraph 5.4 below.

Under no circumstances may an employees receive temporary disability benefits (TDI) for the same period that they are paid wages from donated leave time or while using any of their own paid leave time. Temporary Disability Benefits law requires that an employee must use all donated leave before TDI benefits can be paid.

#### **Definition of Catastrophic Illness or Injury**

With respect to an employee, a "catastrophic health condition or injury" is either:

- a. A life threatening condition or combination of conditions: or
- b. A period of disability required by his or her mental or physical health or the health of the employee's fetus which requires the care of a physician who provides a medical verification of the need for the employee's absence from work for sixty (60) or more work days.

With respect to an employee's immediate family member, a "catastrophic health condition or injury" is either:

- a. A life threatening condition or combination of conditions: or
- b. A period of disability required by his or her mental or physical health or the health of the employee's fetus which requires the care of a physician who provides a medical verification of the need for the employee's absence from work for sixty (60) or more work days.

Medical verification of the existence and continuation of such a condition will be required for the entire duration of the illness precipitating the employee's leave. Should the employee fail to provide the Borough with written medical verification of the continuing condition, they may be terminated from the donated leave program.

#### **Procedure for Donations**

The Borough shall notify employees of the request for donated leave and establish a deadline by which donors shall notify the Borough of the number of days they wish to donate. A leave recipient must receive at leave five sick days or vacation days or a combination thereof from one or more leave donors to participate in the donated leave program.

Sick days shall be donated and used prior to vacation days. Vacation days shall only be donated if there are not enough sick days available for donation.

A leave recipient shall receive no more than two hundred sixty (260) sick days or vacation days, and shall not receive any such days on a retroactive basis.

A leave donor shall have remaining at least twenty (20) days of accrued sick leave if donation sick leave and at least 12 days of accrued vacation leave if donating vacation leave.

Employees shall not donate more than thirty (30) sick days to any one recipient. All donated leave days must be whole days (sick or vacation).

Upon retirement, an employee may elect to donate unused sick days that are not eligible to be cashed out to the donated sick leave bank.

A leave donor shall not revoke the leave donation.

While using donated leave time, the leave recipient shall accrue sick leave and vacation leave and administrative leave and be entitled to retain such leave upon his or her return to work.

Upon retirement, the leave recipient shall not be granted supplemental compensation on retirement for any unused sick days which he or she had received through the leave donation program.

Any unused, donated leave shall be returned to the leave donors on a prorated basis upon the leave recipient's return to work, except that if the proration of leave days results in less than one day per donor to be returned, that leave time shall not be returned.

Employees will be required to fill out and sign a form designating the number of days they wish to donate. The Human Resources Department or the donating employees department or division, pursuant to a directive from Human Resources, will adjust the employee's accumulated leave day amount and notify the donating employee of their new total.

Donation of leave time shall not be counted as an absence by the donor for attendance awards eligibility or for any other purpose.

## **HOURS AND OVERTIME** **ARTICLE XI**

A. Work week shall be eight (8) hours per day, forty (40) hours per week, except Department of Public Works Employees shall have their work schedule arranged as to have adequate employee coverage at all times.

B. Unit members who are required to work overtime shall be approved by the Business Administrator or his designated agent, and will be compensated for such overtime work at the rate of 1 ½ times the normal hourly rate of pay of said employee.

C. Overtime is herewith defined as all the hours worked by an employee of the unit in excess of eight (8) hours per day *or* forty (40) hours in any one week, or when said employee of the Unit is recalled to work after duty, with a minimum of two (2) hours pay.

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

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

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

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

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

I. Sick leave shall not count as hours worked for overtime purposes, unless:

- It was a pre-approved (planned) sick day; e.g. a doctor's appointment or
- Sick leave was the result of emergency overtime; e.g., sick leave is taken after emergency all-night snow plowing.

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

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

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

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

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

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

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



**HEALTH BENEFITS**  
**ARTICLE XII**

A. The Borough shall provide health insurance through AmeriHealth PPO 10. The prescription plan, dental plan and vision plan currently provided to members of the bargaining unit will remain in place for the term of the new agreement. The Borough will continue to offer life insurance in the amount of \$50,000. A summary of the plan highlights will be attached to the parties' agreement as Exhibit A.

The Borough reserves the right to change insurance carriers, or to self insure any of all portions of the insurance benefits so long as the same or substantially similar benefits are provided. The Borough agrees to notify the union of its intent to change carriers or self insure at least thirty (30) days prior to the anticipated date of implementation, and agrees to schedule a meeting with the Union to discuss the proposed change as soon as mutually possible.

Effective January 1, 2012, all bargaining unit employees who receive health benefits will contribute in the amount established by law (PL 2011, c78)

- 1) Part-time employees: Any employee who is hired after April 3, 2002 must work 25 hours a week to be covered under health benefits negotiated by the parties of the agreement. Increased medical insurance premium transferred from auto insurance, to be paid by employee. Part-time employees who are currently receiving single coverage health benefits shall continue to receive the same.
- 2) Any applicant for a job shall be covered for health benefits after 90 days from their date of hire.
- 3) An employee covered under the health benefits who resign or who is discharged shall be covered by the Borough until the end of the month in which he/she resigns or is discharged.
- 4) Employees on leave of absence from the Borough shall be covered for the balance of the month in which they take the leave of absence and an additional one (1) month. In no event shall such employee be covered for more than sixty (60) days. Upon return they shall be covered on the first of the month following their return to work.
- 5) All employees covered under the health benefits who are not working because of a compensable illness or injury shall be covered for the period of their compensable illness or injury for no more than one year or the insurance of the final award of the workmen's compensation board, whichever occurs first. On return to work, such employees shall be covered on the first of the month following their return to work.

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

C. Any union Member who retires with at least twenty-five (25) years of credited service in the Public Employment Retirement System shall be entitled to post-retirement medical benefits. Effective January 1, 2018, any union Member who retires from the Borough must have least twenty-five (25) years of credited service in the Public Employment Retirement System and fifteen (15) years of service with the Borough to be entitled to post-retirement medical benefits.

Such benefits shall also be for the employee's spouse and dependent children, providing all of the following conditions are met:

- 1) Employee-retiree worked for the Borough of Highlands for twenty-five (25) years.
- 2) The retiree's spouse has been married to be retiree for at least four (4) full years prior to the date of the retiree's retirement.
- 3) Coverage for the retiree's spouse will terminate upon death of the retiree.
- 4) Coverage for the retiree's spouse shall terminate on divorce of the retiree and his/her spouse.

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

**PREVIOUS FRINGE BENEFITS**  
**ARTICLE XIII**

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

**SCHOOLING**  
**ARTICLE XIV**

Any full time employee as long as the course is approved by the Borough Administrator shall be reimbursed tuition for courses of study related to their job in which they attain a grade of "c" or equivalent to a maximum of five (5) credits and one hundred dollars (\$100.00) per credit per semester. Payment shall be made within forty-five (45) days of presenting a voucher with copy of the school certificate attached.

Crossing Guards will receive training in accordance with State requirements. This training will consist of a minimum of two (2) hours of classroom instruction and twenty (20) hours of field work.

**BEREAVEMENT LEAVE**  
**ARTICLE XV**

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

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

Two days of paid leave shall be granted for brother-in-law, sister-in-law, aunt or uncle as well as a relative not defined herein that lives in the employee's home. These days shall be the day of the funeral and the day before the funeral.

**WORKING CLOTHES**  
**ARTICLE XVI**

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

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

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

Annually: Five (5) shirts, five (5) trousers and two (2) pairs of work shoes.

Gloves: Public Works employees shall receive four (4) pairs of winter gloves and four (4) pairs of summer gloves. Those workers may then trade in worn out gloves for replacements to a maximum of twenty-four (24) pairs of gloves per year.

Full-time employees shall receive, in addition to articles of clothing, the sum of \$652.00 for each year of the contract. In addition, all members of the Department of Public Works shall receive a set of rain gear needed, and once supplied, no additional set of rain gear shall be supplied to any member for the next three years, except in the instance of disaster. Those members who "need" a new set of rain gear shall turn in the old set as proof of the need for a new set.

- 2) Effective January 1, 2015, uniform allowance for Full-time Crossing Guards shall be \$500. The uniform allowance for Full-Time Dispatchers shall increase to \$500 in 2015, \$600 in 2016, and to \$650 in 2017 and 2018. Part-Time dispatchers shall receive one-half (1/2) of the uniform allowance. Fill-in Dispatchers shall receive no uniform allowance.
- 3) Required uniforms must be worn at all times while employee is on duty. Failure to wear supplied uniforms will result in disciplinary action. Failure to wear supplied safety equipment is cause for suspension.
- 4) Uniform allowance payments shall be made by the Borough within thirty (30) days of the final signing of this contract and shall be made by August 15<sup>th</sup> of each subsequent year.
- 5) Clerical employees will receive a \$375 clothing stipend in accordance with paragraph (4) above; this clothing stipend is eliminated for any employee commencing employment on or after January 1, 2015.
- 6) DPW members shall designate a shop steward representative to help with ordering of the work clothes with the Administrator and Shop Steward agreeing upon the quality. The final say in regards to the work clothes shall be reserved to the Administrator.

**JURY AND MILITARY RESERVE DUTY**  
**ARTICLE XVII**

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

If an employee is on military reserve duty, the employee shall turn in his/her military service check, in return for which the employee shall receive full salary. If however, the employee opts in writing not to be paid by the Borough, but to retain his/her reserve duty check the employee may do so.

**NO STRIKE, ETC.**  
**ARTICLE XVIII**

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

**SEVERABILITY AND SAVINGS**  
**ARTICLE XIX**

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

**AGENCY SHOP**  
**ARTICLE XX**

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

**INFORMATION TO THE UNION**  
**ARTICLE XXI**

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

**UNION TIME OFF**  
**ARTICLE XXII**

The Employer agrees to give up to three (3) Stewards, up to two (2) days off with pay per year to attend Union conferences and workshops. The Union shall give at least one (1) weeks notice of such meetings.

**EMPLOYEES RETURNED TO WORK**

An employee who is recalled from a layoff shall not be considered a "new hire" subject to any terms imposed on new hires in this agreement.

In WITNESS WHEREOF the parties have set their hands and seals at the Borough of Highlands, County of Monmouth, State of New Jersey on this 3 day of DECEMBER 2015, in the Borough of Highlands.

Borough of Highlands

CWA Local 1032

By: \_\_\_\_\_

Mayor

By: \_\_\_\_\_

Staff Representative

By: \_\_\_\_\_

Borough Clerk

By: \_\_\_\_\_

Shop Steward

By: \_\_\_\_\_

Shop Steward

By: \_\_\_\_\_

Shop Steward

**APPENDIX A**

**ANNUAL SICK LEAVE SELL BACK FORM**

Pursuant to Article X, Paragraph J of the Agreement between the Borough and Communication Workers of America, Local 1032, I, the undersigned employee, hereby inform the Borough of my intent to sell back sick time to the Borough. **I understand that this form must be submitted to the Borough Administrator and Deputy Clerk by December 1 of each year.** Failure to do so will result in ineligibility to sell back sick leave for that year.

Name: \_\_\_\_\_

Check one below

Full-time \_\_\_\_\_ (eligible for up to 10 days sell back)

Part-time \_\_\_\_\_ (eligible for up to 3 days sell back)

Number of days requested: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For Borough use only**

Date of Receipt:

Recipient: