

MEMORANDUM OF AGREEMENT

BOROUGH OF WILDWOOD CREST

and

WILDWOOD CREST UNITED INDEPENDENT UNION, LOCAL 1

This Memorandum of Agreement (MOA) is made between the captioned parties pursuant to collective bargaining negotiations for the purpose of reaching a successor Collective Bargaining Agreement (CBA) to replace the current contract that expires on December 31, 2018.

The parties are attempting to reach an agreement for successor terms and conditions of employment. The respective negotiating teams for the parties agree to present a tentative agreement to their respective constituents for ratification. This document, confirms the tentative terms and conditions for a successor contract is subject to the approval and ratification of both parties.

NOW, THEREFORE, the Borough and UIU agree that the following changes shall be made in the existing contract and unless otherwise set forth herein, the parties assert that all other terms and provisions in the expired collective bargaining agreement shall remain in full force and effect.

1. The parties agree to grammatical and numerical changes as or if they are determined
2. **TERM:** January 1, 2019 through December 31, 2021
3. **ARTICLE I - RECOGNITION** (Amend to include)
Representatives of the Union shall have reasonable access to the property of the Employer during working hours for the purpose of collective negotiations, the administration of collective negotiations agreement and the investigation of grievances or, other workplace-related complaints and issues. The Union agrees to provide reasonable notice to the Borough's Business Administrator prior to accessing the Employer's property, as well as providing a courtesy notice to the Director of Public Works. The form of notice should be in writing except under exigent circumstances where verbal notice will be permitted. The Union agrees that their entry onto the Borough's property shall not interfere with any working operation.
4. **ARTICLE III - AGENCY SHOP**
REMOVE.
5. **ARTICLE V – WORK SCHEDULES, OVERTIME AND WORKING TEST PERIOD**
 - A. **Work Schedules** Delete and Replace with:
 1. The regular work day for employees shall consist of seven (7) hours per day, thirty-five (35) hours per week, which may be scheduled Monday through Sunday, inclusive. There shall be five (5) days of scheduled work in the work week and two (2) consecutive days off. Permanent part-time employees shall be permitted to work up to twenty-eight (28) hours per week, as assigned by and at the discretion of the DPW Supt.

May 6, 2019

- a. The regular work day shall normally commence at 7:00 a.m. subject to change by the Supervisor for the purpose of providing improved services to the Borough's residential, commercial and public properties. At all times, the work hours can be changed if it is determined by the Borough that it is essential to provide sanitation services within the Borough.
- b. Employees shall be entitled to one-half hour unpaid lunch break within the work day and two (2) fifteen minute breaks, which shall be taken as permitted/directed by the Supervisor or designee. At the sole discretion of the Supervisor or designee, the employee may be permitted to combine the lunch and break periods to be used during the work period.
- c. In the event that the Borough asserts that it has a non-negotiable managerial prerogative under existing case law to effectuate change in this work schedule, nothing herein shall be construed to constitute a waiver of its non-negotiable managerial prerogatives

B. Overtime

- 1. All employees will be subject to working in excess of their thirty-five (35) hours at the discretion of Supervisor or designee.
 - a. In the event the employee is required to work overtime, the employee shall receive pay or compensatory time at the rate of time and one-half (1½) their regular rate of pay in excess of forty (40) hours. Except as set forth below, all time worked from 35 to 40 hours shall be paid or compensated at straight time.
 - b. At all times, it will be the employee's decision to elect to take compensatory time in lieu of payment for any overtime as set forth in this Article. An employee must use their compensatory time within the calendar year. If the employee is unable to use their compensatory time, the Employer may either pay for the unused time, assign days off for the employee or allow the employ to carry forward the days for no more than four (4) months.
 - c. When practicable, overtime shall be distributed equitably on a rotational basis with the most senior employee having the initial preference.
 - d. In order to be eligible for overtime:
 - 1. The employee must have the ability and requisite requirements to perform the work required.
 - 2. The employee cannot be on be sick leave, FMLA, workers compensation or, suspended from work.

- e. An employee's failure to respond to an order to report to work in excess of their scheduled hours may result in disciplinary action.
- 3. Notwithstanding the above, when an employee is required to work on any of their two (2) scheduled days off from May 15th through October 31st for the purpose of providing services for trash and/or recyclable pickup only, they shall receive one and one-half (1½) times their hourly rate for the greater of a minimum of four (4) hours or time worked in excess of four (4) hours.

C. **Call In Time** [Eliminate Article VI – Call-In Time and Replace]

- 1. If an employee is recalled to duty, they shall receive a minimum guarantee of two (2) hours of compensation as set forth in B(1)(b) above regardless of the hours actually worked. The two (2) hour minimum under this provision shall not be applicable for any employee called-in for the purpose as set forth in Paragraph B(2) above.
- 2. Minimum call-in time is not applicable when:
 - a. The employee is held over from their current work shift,
 - b. Is pre-scheduled to work overtime during their regular work week or on their scheduled days off.
 - c. The employee is called in advance of their regular work shift, in which case the employee shall receive compensation as set forth in B(1)(b) above for the time worked in advance of their scheduled work shift and thereafter, straight time for their scheduled work shift.

D. **Working Test Period**

Maintain the current contractual language.

E. **Part-Time Employees**

Permanent part-time shall be permitted to work up to twenty-eight (28) hours per week, as assigned by and at the discretion of the Supervisor or designee.

6. **ARTICLE VIII - RATES OF PAY: [DELETE AND REPLACE]**

Despite the receipt and subsequent adoption by the Borough, of a legal document from the Union seeking to extend the current contract until May 31, 2019 and additionally, demanding that "any increases in economic terms and conditions in a successor agreement shall be retroactive to May 31, 2019", the Borough believes that despite this inexplicable position, it would be detrimental to its hard-working employees of this Unit to abide by the Union's position.

- A. Effective January 1, 2019, all employees shall have their wages adjusted by two percent

(2.0%) annually for the term of this Agreement.

- B. Payroll shall be calculated by dividing the yearly wages of each employee by the number of pays in a calendar year. By example, most calendar years have 26 pays and therefore, an employee's payroll check shall reflect the employee's wage divided by 26. If a year has 27 pay periods, the calculation would be the same as above except the denominator shall be 27.
- D. Any employee within the bargaining unit assigned by the Commissioner of Public Works, at his sole discretion, to a "lead" role over other members of the bargaining unit for the performance of job functions shall be entitled to \$4.75 for the term of this contract.

7. **ARTICLE IX- HOLIDAYS AND PERSONAL TIME**

B. Personal Leave.

- 1. Full-time employees shall be eligible for twenty-four (24) hours of personal time at the beginning of each calendar year and in anticipation of continued employment throughout that calendar year. In their first year of employment, full-time employees shall earn two (2) hours for each full month of employment.
- 2. Part-time employees shall be eligible for sixteen (16) hours at the beginning of each calendar year and in anticipation of continued employment throughout that calendar year. In their first year of employment, full-time employees shall earn one and one-third hours (1.33) hours for each full month of employment
- 3. Personal time shall be used by an employee for personal reasons but not as a supplement to vacation or sick leave unless a hardship can be shown. The Commissioner of Public Works or designee shall have sole discretion to permit the use of personal leave time for a hardship purpose and no reasonable showing of a hardship shall be denied, unless it would cause overtime or impact the operation of the Department.
- 4. An employee must call and notice the Supervisor or designee at least one (1) hour before the scheduled start of their work shift of their need to take personal leave.
- 5. Personal leave time not used in the year earned shall be forfeited
- 6. An employee shall reimburse the Borough for paid personal leave time used in excess of his or her pro-rated entitlement.
- 7. Personal leave shall not accrue after the last day of employment, nor shall it accrue during a leave of absence without pay or during a suspension without pay. No payment shall be made for unused personal leave time upon termination, resignation or retirement.

8. **ARTICLE XI - SICK LEAVE**

- A. Sick Leave for purposes herein is defined to mean absence of any employee from duty

because of personal illness or injury which prevents his/her doing the usual duties of his/her position, exposure to contagious disease, or short period of emergency attendance upon a member of his/her immediate family (as defined) who is critically ill and requires the presence of the employee.

B. Immediate family member includes a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of the employee, or a sibling of a spouse, domestic partner, or civil union partner of the employee, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

C. Employees shall be entitled to the following sick leave with pay:

1. Full-time employees shall receive seven (7) hours of sick leave with pay for each month of service from the date of permanent or provisional appointment up to and including the end of that calendar year, and one-hundred seven (107) hours of sick leave annually thereafter. If an employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year and he/she shall be entitled to such accumulated sick leave with pay when needed.
2. Permanent part-time employees shall receive four (4) hours of sick leave with pay for each month of service from the date of permanent or provisional appointment up to and including the end of that calendar year, and fifty-eight and one-half (58.5) hours of sick leave annually thereafter. If an employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year and he/she shall be entitled to such accumulated sick leave with pay when needed.

D. If any employee is absent for three (3) consecutively assigned shifts, notwithstanding the fact that an off day would occur in between the employee must submit a doctor's verification of illness or injury upon their return to work.

1. If an employee is attending to an immediate family member, including civil union partner, a doctor's verification of that individual is required.
2. After an employee has utilized their allotted annual earned hours, the employee must submit a doctor's verification for all sick leave absences for each and every illness or injury thereafter regardless of duration.
3. Prior to the return to work, the Borough may require an employee to be examined by a physician designated by the Borough to verify fitness to return to normal duties.
4. An employee will not be permitted to return to work until the verification is received.

E. **Sick Leave Buy Back Policy**

1. Effective January 1, 2020, each eligible officer has the option to cash in annually up to sixty (60) hours of sick leave from his or her current years' allotment

and/or accumulated sick leave pursuant to the schedule below. To be eligible for such cash in, an employee must comply with the annual utilization schedule and terms set forth below and must have accrued and maintain at least one hundred and forty (140) accumulated sick hours.

2. The exchange rate of hours for cash-in eligibility is as follows:

<u>Utilized Annually</u>	<u>Eligible for Cash In</u>	<u>Removed from Bank</u>
21 or less hours	35 hours	add'l 14 hours
21 up to and including 35 hours	14 hours	add'l 14 hours
35 up to and including 56 hours	7 hours	add'l 14 hours
Over 56 hours	not eligible	N/A

3. Any employee who uses over twenty-one (21) hours of sick leave annually to be eligible for the cash-in option pursuant to the above schedule, the use of additional sick leave needs to be for;

- a. an extended injury or illness supported by proper physician certificate(s) as determined by the Employer,
- b. maternity leave (including husband),
- c. leave under the Family Medical Leave Act.

4. Requests for sick leave cash-in are to be submitted on a form established by the Employer and no later than the first Monday in November of each year.

F. Sick Leave Cash-In Policy at Retirement

During an employee's last year of employment prior to retirement pursuant to the Public Employee Retirement System (PERS), the employee will be permitted to cash-in up to one hundred seventeen (117) hours at ninety (90.0%) of the employee's current annual wage provided,

1. The employee submits an irrevocable notification of retirement in writing to the Employer
2. The employee does not use more than thirty-six (36) hours of sick leave during the final year of employment, except as set forth under Section A(3) in this Article.

G. Sick Leave Cash-In Policy at Disability Retirement:

Should an employee need to leave employment due to a disability retirement (ordinary or

accidental) as defined by the Public Employee Retirement System (PERS), the employee will be permitted to cash-in up to one hundred seventeen (117) hours of accumulated leave time at fifty (50.0%) percent of the employee's annual wage. The Borough agrees to make every reasonable attempt to pay the employee as close to their disability retirement date as economically possible but, no later as six (6) months after their disability retirement date. It is understood that all other sick leave accumulated by the employee will be surrendered without consideration.

H. **Accrued Leave Buy-Out For Disbanding of the Department:**

Should the Borough determine to outsource this Department the Borough will pay the employee \$2,000, upon the dissolution of the Department provided the employee has the minimum sick leave bank of one hundred forty (140) hours. The employee shall will immediately relinquish any and all leave time without payment.

9. **ARTICLE XIX - WORKER'S COMPENSATION**

- A. Whenever an employee is incapacitated because of an occupation illness or injury as determined by a physician designated by the Borough or their workers' compensation administrator, as a result of, or arising from, his/her employment, he or she shall be provided by the Borough with the same benefits as provided pursuant to N.J.S.A. 34:15-1, et. seq. (the Workmen's Compensation Act of New Jersey).
- B. An employee is required to report to his or her supervisor any work accident or condition claimed to have caused disability upon occurrence or discovery, and is responsible for completing a written report on the matter within forty-eight (48) hours of occurrence/discovery. The report shall include a statement of when, where and how the injury or illness occurred, statements of witnesses and copies of all medical reports concerning the injury or illness. The employee is also required to report any work accident/injury to the Borough Worker's Compensation representative as well as the Borough's third party administrator.
- C. The Borough may require the employee to be examined by a physician. Whenever the Borough-designated physician shall report in writing that the employee is fit for work, such leave shall terminate and such employee shall forth with report for work. Any employee on injury leave resulting from injury while on Borough work shall continue to accrue sick leave credits while he or she remains on payroll.
- D. The Borough may, in its discretion and at its sole option, require or permit an employee who sustained a work related injury to perform "transitional" or "modified" duty if the Borough determines it is available.
1. If the employee agrees, said transitional or modified duly may be assigned to a different shift or schedule other than the employee normally works.
 2. If an employee who has a non-work related injury requests "transitional" or "modified" duty, the employees' doctor shall provide a modified duty descriptive narrative detailing the range of physical activities the employee is capable of performing.

3. The employee shall be subject to periodic examinations by a physician of the Borough's choosing to determine the ability of the employee to continue in the "transitional" or "modified" duty. The physician shall also provide information with respect to the employee's ability to perform the essential functions of his or her permanent position.
 4. The assignment to "transitional" or "modified" duty is not intended to create a permanent "transitional" or "modified" duty position, and under no circumstance will an employee remain in a "transitional" or "modified" duty position for more than one year.
 5. In the event the employee is deemed to have reached a point of maximum medical improvement and will not be able to return to their permanent position, the Borough may, discontinue the assignment of the employee to the "transitional" or "modified" duty and may take action to remove the employee for inability to perform the essential functions of the position.
- E. The Borough acknowledges that payments to employees under N.J.S.A 34:15-1, et seq. (the Worker's Compensation Act of New Jersey) are both State and Federal tax-exempt.
1. The Borough agrees to permit the employee to exchange their accumulated sick leave hours in an amount to increase the employee's net pay to the level they received prior to the on-job injury.
 2. The Employer also acknowledges that they will continue to pay the employee's pension obligations as if they were making their full wage.
 3. The employee will continue to be covered under the health benefit plan established in this contract, but their contractual contribution towards health care during this period will be based on the amount they receive under the Worker's Compensation Act. However, if the employee is working in a "transitional" or "modified" capacity their health benefit contribution will be based upon their regular pay.

By this agreement the parties state their intent and in witness whereof, the parties have hereunto set their hands at the Borough of Wildwood Crest, County of Cape May, New Jersey on this 22 day of May, 2019.

The Borough is requesting that every member of the rank and file signs this MOA.

BOROUGH OF WILDWOOD CREST,

By: [Signature]

By: [Signature]

WILDWOOD CREST UNITED INDEPENDENT UNION, LOCAL 1,

By: John Green

By: [Signature]

By: [Signature]

By: [Signature]

By: David T. Jefferson Jr

By: _____

By: Charles McNeal Sr

By: _____

By: Robert Hearn

By: _____

By: [Signature]

By: _____