

Collective Bargaining Agreement

by and between

BOROUGH OF WOODSTOWN

and

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1085

January 1, 2020 – December 31, 2026

PREAMBLE

This Agreement is entered into by and between the Borough of Woodstown in the County of Salem, a municipal entity in the State of New Jersey (hereafter referred to as the "Borough" or the "Employer"), and the Communications Workers of America (hereafter referred to as the "Union"), for the purpose of establishing wages, hours, benefits, and other terms and conditions of employment, together with procedures for the fair and amicable resolution of disputes and grievances pertaining thereto, and represents the complete and final understanding on all bargainable issues between the Borough and the Union.

ARTICLE 1

RECOGNITION

1.1 Bargaining Units: The Borough hereby recognizes the Union as the exclusive representative for collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment for all full-time, blue-collar employees of the Department of Public Works, all full-time clerical employees, as well as all part-time clerical, crossing guards, and Public Works employees in all departments who work an average of four (4) hours or more per week. Excluded from the bargaining unit are all managerial executives, confidential employees, professional employees, police employees, animal control employees, housing officers, probationary new employees, temporary employees, and seasonal employees.

1.2 Temporary Employees: Temporary (e.g., seasonal) employees shall be defined as employees that work six months or less in a calendar year.

ARTICLE 2

RESPONSIBLE UNION-EMPLOYER RELATIONSHIP

2.1 Mutual Dealings: The Employer and the Union recognize that it is in the best interest of parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Employer and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this contract.

2.2 Use of Employer Equipment: Union representatives will be entitled to use the Employer's telephones, fax machines, and e-mail system to communicate with employees in carrying out the Union's representational duties. Employees will likewise be permitted to use

such equipment to contact their Union representatives in regard to matters of representation. It is understood that such use shall be reasonable and shall not interfere with work operations, shall be consistent with Borough HR manual policies, and shall be limited to lunch breaks, other break times, and/or before or after working hours.

ARTICLE 3

NON-DISCRIMINATION

3.1 Discrimination Prohibited: In accordance with and to the extent of all Federal and State statutes, no employee will be discriminated against on the basis of race, creed, color, national origin, sex, marital status, age, religion, handicaps, sexual or affectional orientation, gender identification, membership in any other classification protected by law, or legal participation or non-participation in Union activities.

3.2 Withdrawal from Union: It is hereby recognized and agreed that an employee shall have the right to withdraw from membership in the Union. In exercise of that right, neither party, nor any of its agents, will discriminate, coerce, or otherwise interfere with the employees.

3.3 Americans with Disabilities Act: The Borough and the Union agree that the Borough is permitted to take all steps necessary to comply with the Americans with Disabilities Act in the application and construction of this Agreement.

ARTICLE 4

DEDUCTION OF UNION DUES AND UNION RIGHTS

4.1 Dues Checkoff: The Employer agrees to make payroll deductions of Union dues when authorized to do so by the employee on the appropriate form. The amount of such deductions shall be certified to the Employer by the Secretary-Treasurer of the Union. The Employer shall remit the dues to the Union by the last day of the month following the calendar month in which such deductions are made (or earlier, if reasonably possible), together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local President. Dues deductions for employees in the bargaining unit shall not be made for any other employee organization.

4.2 Withdrawal of Dues Checkoff: In the event any employee withdraws his or her authorization for dues deduction by notice to the Borough, such dues shall be halted as of July 1 next or within 30 days of the employees' anniversary of hire date, whichever comes first, following the date on which notice of withdrawal was filed, pursuant to the New Jersey Workforce Democracy Act.

4.3 Hold Harmless: It is agreed that the Employer shall have no other obligation or liability, financial or otherwise (other than set forth herein), because of actions arising out of the understanding expressed in the language of this section. It is further understood that once the funds deducted are remitted to the Union, the disposition of such funds shall be the sole and exclusive responsibility of the Union. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance on any list, notice, or assignment furnished under this section.

4.4 Access to Workplace: Union representatives shall have access to employee work areas to investigate grievances and for other purposes related to Union representation, with advance written permission of the Employer or designee, whose approval shall not be unreasonably denied.

4.5 Union Bulletin Boards: The Employer will provide a bulletin board in each building where employees report or clock in for work, in a centrally located work area, to be used by the Union for notices and other information to employees.

4.6 Furnishing of Personnel Information: During the first week of each month, the Employer will furnish to the Local President a list of any new hires, terminations, and title changes within the bargaining unit during the previous calendar month. Home addresses for new hires will be included. In addition, updated home addresses, job titles, and salary data will be furnished periodically, upon request, for employees represented by the Union.

4.7 Leave for Union Business: Upon official request from the Local President, full and part-time employees shall be permitted to take time off without pay to attend conferences, meetings, workshops, or other activities related to Union representation, subject to the reasonable operational requirements of the Employer. In addition, any employee who is elected or appointed to an office in the Union may, in the sole discretion of the Borough, be granted an unpaid leave of absence with no benefits to serve in such office. Request for Union leave shall not be unreasonably denied. It is understood that requests for Union leave are to be made at least 7 calendar days in advance.

ARTICLE 5

MANAGEMENT RIGHTS

5.1 Rights Reserved: The Borough hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

a. The executive management and administrative control of the Borough and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may from time to time be determined by the Employer.

b. To make reasonable rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of the work required.

c. The right of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Borough after advance notice thereof to the employees and to require compliance by the employees, provided that any changes in the Employer's HR policies are presented to both the Union and the employees within 10 business days after adoption.

d. To hire all employees, whether permanent, temporary, or seasonal; and to promote, transfer, assign, or retain employees in positions within the Borough.

e. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.

f. To lay off employees in the event of lack of work or funds. It is understood that if the Employer deems a layoff as necessary, the Employer will provide the Union with as much notice as possible, but no less than 30 calendar days. Any layoff done by the Employer will be by reverse seniority and by department. The Employer agrees that any employee(s) laid off will be the first employee(s) called back should the Employer seek to refill the affected position within six months of the layoff date.

g. The Borough reserves the right with regard to all other conditions of employment not expressly reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Borough.

5.2 Limitations: In the exercise of the foregoing powers, rights, authority, duties, and responsibilities, the adoption of policies, rules, regulations, codes of conduct, and practices in the furtherance thereof, and the use of judgement and discretion in connection therewith, the Borough shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

5.3 Statutory Rights: Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities, and authority under N.J.S.A. 40A:1-1 et seq. or any national, state, county, or local laws or regulations.

ARTICLE 6

MAINTENANCE OF WORK OPERATIONS

6.1 No Strike: The Union hereby covenants and agrees that during the term of this Agreement 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 absence in whole or in part from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out, or other illegal job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.

6.2 Violations: It is understood that violations of the provision of this article may subject any employee participating in or condoning such activity to disciplinary action by the Borough. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline consistent with the terms of this Agreement.

ARTICLE 7

PROBATIONARY PERIOD

7.1 Initial Probationary Period: New employees will be hired subject to an initial probationary period of not less than three (3) months or more than six (6) months, as determined by the Borough, in its sole discretion. During this initial probationary period, the new employee will be provided with training and guidance from the supervisor. At the end of the initial probationary period, the Employer will conduct an employee evaluation. New employees may be discharged at any time during the initial probationary period if the Borough concludes, in its sole discretion, that the employee is not progressing or performing satisfactorily. Under appropriate circumstances, the Borough may extend the initial probationary period.

7.2 Transfer Probationary Period: Employees who are transferred to new positions will be subject to a probationary period of not less than three (3) months or more than six (6) months, as determined by the Borough, in its sole discretion. During this probationary period, the new employee will be provided with training and guidance from the supervisor. At the end of the probationary period, the Employer will conduct an employee evaluation. Transferred employees may be returned to their prior position at any time during the probationary period if the Borough concludes, in its sole discretion, that the employee is not progressing or performing satisfactorily. Under appropriate circumstances, the Borough may extend the probationary period.

ARTICLE 8

HOURS OF WORK

8.1 Maintenance of Working Hours: The current hours of work, including meals and breaks, Monday through Friday, shall continue, except as may be provided otherwise by agreement of the parties. Full-time workweeks shall consist of 40 hours.

a. Employees in the Public Works Department shall work 7 AM to 3:30 PM Monday through Friday. It is understood hours may vary depending on the operational needs of the department. During each shift employees will be entitled to a 30-minute unpaid lunch break and two paid 15-minute rest breaks.

b. Clerical and secretarial employees shall work 8 AM to 4 PM Monday through Friday. During each shift employees will be entitled to a 60-minute unpaid lunch break and two paid 15-minute rest breaks.

8.2 Part-time Employees: Part-time employees will be assigned to work a portion of the full-time workweek established for their job classification and department. Schedules for part-time employees will be fixed.

8.3 Alternative Schedule: Notwithstanding the established work schedules, individual employees may be permitted to select an alternative work schedule in order to accommodate family obligations or other documented hardships on a temporary basis, upon approval of the Employer.

ARTICLE 9

WAGES

9.1 Starting Pay Rates: Each job classification shall be assigned a starting rate as set forth in Appendix A.

9.2 Across-the-Board Raises: All employees shall receive the following across-the-board adjustments to their base pay:

a. 2.0% retroactive from January 1, 2020 to the full execution of this Agreement, and 2.5% effective upon full execution of this Agreement. (For purposes of clarity, the 2.5% increase is from base pay on the day prior to the execution of this Agreement, and is not in on top of the 2.0% retroactive adjustment.)

b. 2.5% effective January 1, 2021

c. 2.5% effective January 1, 2022

d. 2.5% effective January 1, 2023

e. 2.5% effective January 1, 2024

f. 2.5% effective January 1, 2025

g. 2.5% effective January 1, 2026

9.3 Additional Adjustments and Out-of-Title Pay:

a. Any employee promoted to a higher job title shall receive a 4% increase in their base pay or the minimum rate of the new job title, whichever is higher.

b. Any employee assigned temporarily to perform work of a higher job title for a full week will be paid for said time as if promoted.

ARTICLE 10

OVERTIME

10.1 Overtime Pay: Employees are to be compensated in either cash or compensatory time off, at the employee's option, at the rate of time-and-a-half for all hours worked in excess of forty hours in a weekly period. For purposes of this Article, vacation time, sick time, and holidays are considered time worked.

10.2 Compensatory Time off in Lieu of Overtime Pay: Overtime work shall be offered as equitably as possible to employees in the appropriate job functions, utilizing a rotating overtime list whenever practicable. It is understood that the qualifications for performing the overtime work are to be determined solely by the Employer, and where necessary all employees may be required to work a reasonable amount of overtime. Overtime records shall be made available to the Union upon reasonable request.

ARTICLE 11

UNIFORM ALLOWANCE AND TOOLS

11.1 Uniforms: School Crossing Guards are to receive winter jackets and rain gear with appropriate DOT striping. Clothing articles are the property of the Borough and will be required to be returned if employee leaves the employ of the Borough. Uniforms and any specialized clothing will be provided to all blue-collar Public Works employees. Winter jackets will be provided to all blue-collar Public Works employees every two years. It is understood that any clothing destroyed in the line of duty will be replaced by the Employer.

11.2 Safety Shoes: The Borough will continue the practice of providing all Public Works employees with work boots once a year, unless damaged in the line of duty, with a limit of \$200, provided the shoes conform to OSHA standards for the employee's work-related duties.

11.3 Tools: The Employer agrees to supply all tools required to be used on the job.

ARTICLE 12

EDUCATION AND TRAINING

12.1 Tuition and Fees: The Employer will reimburse full-time employees for tuition and regular registration fees upon satisfactory completion of courses, seminars, and trainings leading to advancement or improvement of skills in the employee's field or to maintain required licensure or certification, as determined by the Employer. The maximum reimbursement for each employee will be \$2,500 per calendar year, unless the Employer determines to surpass the agreed upon reimbursement of their own accord.

12.2 Submission of Requests: Requests for educational assistance shall be submitted to the Employer at least 30 days in advance prior to enrollment whenever possible. The Employer will make every effort to respond within 30 calendar days of the request, but in no event will be liable for any costs incurred by the employee that have not been approved.

12.3 Payment for Additional Certifications:

- a. The Borough will continue the practice of paying for all applicable licensure, dues, memberships, and supporting classes for any Borough employee using said license in their duties for the Borough, who receive advance permission for attaining the license.
- b. Any Borough employee will receive the following increase in their hourly rate when the next level of licensure is reached:

Class W, Class T, Class S, Class C

Level 1	\$0.50 added to hourly rate for any class
Level 2	\$0.50 added to hourly rate for any class
Level 3	\$1.00 added to hourly rate for any class

ARTICLE 13

HEALTH BENEFITS

13.1 Medical, Prescription, and Vision Care Benefits: Employees will contribute towards the cost of premiums at Tier 4 rates of Chapter 78. The Borough will continue to reimburse for employee vision, dental, and prescription co-payment expenses up to \$1,000 per year.

13.2 Temporary Disability Benefits: The Employer agrees to provide disability coverage to all eligible employees under the State Temporary Disability Benefits Law. Coverage will be financed by employer-employee contributions as required by law.

13.3 Continuation of Coverage: All full-time employees that reach the age of 62 with at least 15 years of service with the Borough will be provided 100% of premium payment for the retiree until the retiree reaches the age of 65. No coverage will be paid for dependents or spouses, and no Medicare reimbursement will be made by the Borough of Woodstown.

13.4 Change of Insurance Carrier: The Employer reserves the right to change insurance carriers or plans so long as the benefits to be provided are substantially equivalent to those of the existing plan(s).

13.5 Waiver of Benefits: Employees will be permitted to waive employer-provided coverage only upon furnishing proof of other coverage through a spouse's employer or other source. Waivers of coverage shall remain in effect unless the employee elects to re-enroll at the beginning of the subsequent plan year or unless the employee loses his or her alternative coverage. An employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employer's plan as soon as possible.

13.6 Flexible Spending Accounts: At its earliest reasonable opportunity, the Employer will offer a plan by which employees may set aside a portion of their salaries in the form of flexible spending accounts, pursuant to Section 125 of the Internal Revenue Code, for payment of unreimbursed medical or dependent care expenses. The terms of the plan will be subject to the approval of both the Union and the Employer.

ARTICLE 14

VACATION

14.1 Vacation Accrual: All full-time employees shall be credited with vacation leave based on years of continuous service to the Employer as follows:

(a) During the first calendar month of employment, employees who are hired prior to the 16th day of the month will earn one (1) working day of vacation; all others hired prior to the 24th day of the month will earn one-half (1/2) working day of vacation. During the remainder of the first calendar year, each employee will earn one (1) additional working day of vacation for each additional full month of employment.

(b) Beginning with the second calendar year of employment, employees will be entitled to ten (10) working days of vacation.

(c) Beginning with the year in which their 5th anniversary falls, employees will be entitled to fifteen (15) working days of vacation.

(d) Beginning with the year in which their 10th anniversary falls, employees will be entitled to twenty (20) working days of vacation.

(e) Beginning with the year in which their 15th anniversary falls, employees will be entitled to twenty-five (25) working days of vacation.

14.2 Incremental Use and Pro-ration of Vacation Leave: Vacation leave may be used in whole days or in increments of one hour. Annual allowances will be pro-rated for part-time employees, and adjustments will be made on a pro-rata basis for employees who do not remain in pay status for the full year.

14.3 Vacation Carryover: Employees shall be permitted to carry over up to ten (10) vacation days from one calendar year to the next, at their option. All vacation leave carried must be used in the succeeding calendar year.

14.4 Payment Upon Termination of Employment: Upon the death of an employee, any earned vacation leave not used shall be calculated and paid to the estate. An employee retiring, or otherwise separating, shall be entitled to a pro-rated allowance for the current year in which the separation or retirement becomes effective. Any vacation leave which may have been carried over from the previous year will be included.

14.5 Scheduling of Vacation: All vacation requests are subject to approval from management based on the Employer's operational needs, but in no event will requests be unreasonably denied. Vacation leave may be used in half-day or full-day increments.

ARTICLE 15

HOLIDAYS

15.1 Specified Holidays: There shall be a minimum of thirteen (13) holidays per year in accordance with the schedule below:

- New Year's Day
- Dr. Martin Luther King, Jr.'s Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving

- Christmas Eve
- Christmas Day

Holidays that fall on a Saturday shall be observed on a Friday, and holidays that fall on a Sunday shall be observed on a Monday.

15.2 Holiday Pay Status: To be eligible for holiday pay, an employee must be on active pay status and must have received payment for his last scheduled day before and first scheduled day after the holiday.

15.3 Holiday Compensation: When a holiday falls on an employee's regularly scheduled workday, the employee will receive his or her normal day's pay for the holiday.

15.4 Compensation for Holiday work: Work performed on any of the holidays designated in Section 16.1 shall be compensated as follows, which shall be in addition to the holiday compensation required by Section 16.3:

(a) Employees who work on a holiday will be paid for the hours worked at the rate of time-and-a-half. For purposes of this subsection, holidays will be deemed to fall on the days normally celebrated, regardless of whether these days are Saturdays or Sundays.

(b) Work performed on all holidays shall be compensated in the form of either cash or compensatory time off, at the employee's option.

ARTICLE 16

SICK LEAVE

16.1 Sick Leave Accrual: All full-time employees shall be entitled to paid sick leave as follows, to be credited in hours (or fractions thereof). Each employee will be credited with 15 sick days at the beginning of each calendar year in anticipation of continued employment, to be earned at the rate of one and one-quarter (1¼) days per month. Unused sick leave shall accumulate to the employee's credit from year to year. If an employee resigns or otherwise separates from employment, he or she will be liable for any paid sick leave which has been used in excess of the pro-rata entitlement for the year. Sick leave for part-time employees shall be pro-rated based on their hours worked.

16.1 (a) Sick Leave Accrual for Part-Timers: All employees working less than a full-time schedule will receive a pro-rated amount of sick time based on a full-time schedule or an amount based on State law, whichever is greater.

16.2 Use of Sick Leave: Sick leave may be used in whole days or increments of one hour, at the employee's regular rate of pay, in case of personal illness, exposure to contagious disease, or on a short-term basis to care for a member of the employee's immediate family who

is seriously ill. "Immediate family" shall consist of father, mother, step-father, step-mother, father-in-law, mother-in-law, grandmother, grandfather, spouse, child, foster child, step-child, sister, brother, step-sister, step-brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, legal ward or legal guardian, and any relative or domestic partner of the employee residing in the employee's household. An employee taking leave to care for a family member may choose whether to use paid sick leave or choose to use unpaid leave as authorized in Article 18 of this Agreement, or to use a combination of such leaves.

16.3 Reporting of Absence on Sick Leave: The employee shall notify his/her Department of a request for sick leave by following the Department's established procedure. Failure of an employee without sufficient cause to give the required notice may result in denial of sick leave for absence and may constitute cause for disciplinary action.

16.4 Medical Verification: Should medical evidence be required under the circumstances to verify illness for purposes of granting sick leave, the employee shall be given timely notice on a case-by-case basis. If medical evidence is required, the employee must provide such evidence within 3 business days. Such evidence must be provided by a medical authority and specifically cover the time and date in question.

16.5 Substitution of Sick Leave: In the event an employee requires sick or bereavement leave while on approved vacation or administration leave, the employee shall be permitted to substitute such leave accordingly with appropriate verification.

ARTICLE 17

MISCELLANEOUS PAID LEAVE

17.1 Administrative Leave: Employees shall be allowed two (2) days off with pay annually for personal business. In addition, part-time employees who ordinarily work fewer than five days per week shall be entitled to only one administrative day per year.

17.2 Emergency Excusals: In case of adverse weather or other emergency, the Employer may, at its discretion, excuse the employees from work without loss of pay.

(a) Employees who are required to work on such days while the rest of the work force is excused shall receive straight-time compensatory time off or cash at the option of the employee for the time worked. Employees who are on leave or scheduled off in such cases shall not be entitled to any additional compensation as a result of emergency excusals.

17.3 Jury Duty: Employees who are summoned for jury duty shall be excused from work without loss of pay for such time as may be needed. If an employee is dismissed from jury duty before the end of his or her shift, the employee shall be expected to return to work, unless expressly excused by the appropriate supervisor.

17.4 Bereavement Leave:

(a) Employees covered under this Agreement shall suffer no loss of regular straight-time pay for absence due to death in the immediate family, up to a maximum of three (3) days.

(b) For purposes of this section, "immediate family" shall include the following relatives of the employee or the employee's spouse or domestic partner: father, mother, step-father, step-mother, spouse, child, foster child, step-child, sister, brother, step-sister, step-brother, son-in-law, daughter-in-law. In addition, "immediate family" shall include any relative or domestic partner of the employee residing in the employee's household.

(c) Employees covered under this Agreement shall suffer no loss of regular straight-time pay for absence due to death of a grandmother, grandfather, grandchild, sister-in-law, brother-in-law, aunt, uncle, niece, or nephew, up to a maximum of one (1) day.

(d) Sick leave may be utilized for bereavement in excess of the bereavement leave provided for in this section.

ARTICLE 18

UNPAID LEAVES OF ABSENCE

18.1 Requests for Leave: Employees may be granted a personal leave of absence for up to six months at the discretion of the Borough Council if the leave does not cause undue operational disruption. The leave must include the use of any accrued vacation and sick leave time, regardless of the length of leave requested. The portion of the leave that runs beyond the exhaustion of vacation and sick leave will be without pay or longevity credit. In exceptional circumstances, the Borough Council may extend a leave of absence for an additional six months, if such extension is considered in the best interest of the Borough.

Personal leaves are not granted for the purpose of seeking or accepting employment with another employer, or for extended vacation time. Employees on personal leave of absence for more than two weeks in any month will not receive holiday pay, and will not accrue personal leave, sick leave, or vacation time for that month. Health benefits may also be impacted. Refer to the Borough's Health Benefits Policy. A personal leave is granted with the understanding that the employee intends to return to work for the Borough. If the employee fails to return within five business days after the expiration of the leave, the employee shall be considered to have resigned.

18.2 Family and Medical Leave: All applicable requirements of the state Family Leave Act and the federal Family and Medical Leave Act shall be followed with respect to employees who request leave for the following purposes:

(a) childbirth;

- (b) care of a newborn child, a newly adopted child, or a newly placed foster child;
- (c) care of a parent, child or spouse with a serious health condition; or
- (d) a serious health condition on the part of the employee.

In accordance with the FMLA, employees with at least one year of service who have worked for the Employer at least 1,250 hours in the preceding 12 months (1000 hours under the FLA) are entitled to 12 weeks of qualifying leave during a 12-month period (24-month period under the FLA). An employee's 12-month leave period shall be measured beginning with his or her first day of FMLA leave. Paid leave time will count as time worked for purposes of meeting the hours-of-work threshold. However, paid vacation, administrative, or compensatory time off shall not be counted against an employee's 12-week FMLA or FLA entitlement, regardless of whether such leave is used for an otherwise qualifying reason.

ARTICLE 19

UNION LEAVE

19.1 Leave for Union Activities: The Employer agrees to allow a total of 3 days aggregate unpaid leave annually for any duly recognized Union representative to participate in Union activities. Such days may be utilized in one-half day increments. All requests for Union leave must be submitted at least seven (7) days in advance to the Borough Clerk with a copy to the Department Head. Waiver of the notice may be granted.

ARTICLE 20

GRIEVANCE PROCEDURE

20.1 Purpose: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment, consistent with applicable laws, regulations, contractual obligations, operational requirements, and standards of fairness. Nothing herein shall be construed as preventing an employee with a grievance from discussing the matter informally with any appropriate supervisor.

20.2 Definition: The term "grievance" as used herein shall mean an appeal on the interpretation, application, or violation of applicable written policies, written agreements, or administrative decisions affecting the terms and conditions of employment.

20.3 General Provisions:

(a) Formal grievances shall be presented through the Union, and an aggrieved employee shall be represented at all stages of the grievance procedure by a steward or other designated Union representative. Notwithstanding this provision, if the Union declines to present a grievance on behalf of an employee, the employee may present the grievance himself or herself at the lowest applicable level of the grievance procedure.

(b) A grievance must be filed within twenty-one (21) calendar days after the occurrence giving rise to the grievance. Thereafter, when advancing from a Step 1 to a Step 2 or from a Step 2 to a Step 3, the grievant shall have fourteen (14) calendar days from the receipt of management's decision. Failure to file or advance a grievance within the prescribed time limits shall constitute forfeiture. However, time limits for filing or responding to grievances at any step may be extended by consent of the parties.

(c) Union representatives shall be afforded reasonable opportunity to investigate and process grievances during working hours without loss of regular straight-time pay, provided that permission is obtained in advance from the appropriate supervisor if this should require the Union representative to be absent from the job or to be otherwise relieved of his or her regular responsibilities for a temporary period.

(d) Grievances shall be initiated at the lowest step of the grievance procedure in which the management representative has authority to adjust the matter. Steps may also be waived in appropriate circumstances by agreement of the parties.

(e) Grievances processed through the steps of the grievance procedure as provided herein shall be in writing and signed by the grievant or Union representative. Responses shall also be in writing.

(f) All parties shall provide discovery upon request, with reasonable promptness.

(g) Employees will not be terminated for any issue that is subject of a grievance prior to exhaustion of the grievance procedure, provided that employees may be immediately suspended without pay pending further disciplinary action. Any termination taking place after the exhaustion of the grievance procedure may be made retroactive to the date of the conduct giving rise to the discipline.

20.4 Steps:

Step 1: The grievance shall be taken first to the immediate supervisor, unless the matter is not within the supervisor's authority. The supervisor shall attempt to resolve the problem if possible and shall provide a written response within 10 calendar days.

Step 2: If the matter is not resolved at Step 1, the grievance may be submitted to the department head. The department head shall render a decision in writing within 10 calendar days thereafter. If requested, a conference will be provided prior to the Step 2 decision.

Step 3: If the Union wishes to appeal the decision of the department head, such appeal shall be presented in writing to the Borough Council. This presentation shall include copies of all previous correspondence relating to the matter in dispute. If requested by the Union, a conference will be provided on a date and time mutually agreeable to both parties. The Borough Council shall respond in writing to the grievance within 30 calendar days of the conference.

Step 4: Arbitration

1. If the Union is not satisfied with the response to the grievance at Step 3, arbitration may be invoked by submitting a request to the Public Employment Relations Commission within 30 calendar days thereafter. Unless agreed otherwise by the parties, the arbitrator shall be selected pursuant to the procedures of the Public Employment Relations Commission.
2. Arbitration shall be limited to grievances based upon the interpretation, application, or violation of an express provision of this Agreement only.
3. The arbitrator shall not add to, subtract from, or modify the terms of this Agreement.
4. No more than one grievance or issue may be submitted to a single arbitrator unless otherwise agreed to in writing by the parties.
5. It is understood that arbitration is limited to the four corners of the Agreement, and the arbitrator is not to consider any past practice precedent.
6. The arbitrator shall issue an award in writing to the parties, which shall be final and binding.
7. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Employer and the Union. Any other expenses shall be paid by the party incurring them.

ARTICLE 21

DISCIPLINARY ACTIONS

21.1 Just Cause: All disciplinary actions shall be for just cause. Penalties for misconduct may consist of verbal reprimands, written reprimands, suspensions, or discharge. Except in extreme cases of misconduct, discipline shall be intended as corrective and shall be progressive in nature.

21.2 Disciplinary Charges: Employees are obligated to comply conscientiously with all rules and regulations of the Employer, provided such rules do not conflict with the express provisions of this Agreement and are not otherwise unlawful or improper.

21.3 Union Representation at Hearings: An employee is entitled to have Union-appointed representation at any disciplinary hearing. Employees who are required as witnesses at such hearings, as well as representatives, shall suffer no loss of regular straight-time pay, provided every effort is made to keep the loss of working time to a minimum.

21.4 Weingarten Rights: An employee who reasonably believes that he or she may be subject to disciplinary action in connection with any questioning by the Employer, shall be entitled to have a Union representative present during such questioning. This shall not apply to interviews which are intended only to provide counseling, information, or instruction.

ARTICLE 22

PERSONNEL RECORDS

22.1 Personnel Records and Notices: Upon reasonable prior request, the official personnel records of any employee shall be open to the supervised inspection of the employee. Copies of the contents shall be available upon request. Any employee who is appointed to a new title or receives a promotion will be given written notice of such new title or promotion, with the effective date thereof.

22.2 Disciplinary Records: An employee will be given a copy of any disciplinary document which is placed in the employee's official personnel file.

22.3 Furnishing of Personnel Information to the Union: The Employer will furnish to the Union on a monthly basis a listing of all new hires, terminations, title changes, out-of-title assignments, and transfers from one department to another. Upon reasonable prior request, the Employer will also furnish to the Union a list of home addresses for employees represented by the Union.

ARTICLE 23

SENIORITY AND BREAKS IN SERVICE

23.1 Resignations: Employees who resign will give two weeks' notice, except that the Employer may consent to shorter notice if circumstances reasonably prevent the employee from giving the required notice. An employee may be permitted to rescind his or her resignation for good cause within seventy-two (72) hours after submission.

23.2 Seniority Defined: Seniority will be defined as length of employment for the same jurisdiction, beginning with the employee's date of hire, without actual interruption due to resignation, retirement, or removal. Employees who resign in good standing and are

subsequently rehired within sixty (60) days will be considered to have no interruption in continuous service.

ARTICLE 24

JOB OPENINGS

24.1 Posting: All job openings shall be posted on an appropriate bulletin board for a period of at least five (5) working days prior to filling such opening. Employees may apply for posted positions within five (5) working days. Nothing herein shall restrict the Employer's right to assign work on an interim basis.

24.2 Promotional Criteria: The Employer reserves sole discretion to make promotional appointments. In all instances, the employees promoted must possess the skill, knowledge, and potential ability to learn the job within a reasonable period of time, to be determined by the Employer. When qualifications are substantially equal, the Employer will consider seniority before making the appointment.

ARTICLE 25

HEALTH AND SAFETY

25.1 Health and Safety Committee: There shall be a Health and Safety Committee composed of a maximum two (2) members selected by the Employer and two (2) selected by the Union to review occupational safety and health concerns affecting the employees and to discuss possible remedies for such problems. The committee shall meet quarterly or as may be mutually agreed. In the event the Employer schedules a meeting of the health and Safety Committee during working hours, employee members of the committee shall suffer no loss of regular straight-time pay.

25.2 Legal Mandates: Legal mandates regarding occupational and environmental health and safety incumbent upon the Employer shall continue to be observed.

25.3 Protective Devices: Protective devices or personal protective equipment required by the Employer or by applicable PEOSHA standards shall be supplied without charge to the affected employees. The Employer agrees to take reasonable precautions concerning employees who, as a result of their jobs, are at a special risk of exposure to communicable diseases.

25.4 Information to be Furnished: Records of the Employer concerning chemicals used on the job by employees, and the result of any chemical test upon employees in the possession of the Employer shall be available for inspection by the committee. In accordance with law and

upon reasonable request and notice to the Employer, the Employer will furnish to the Union health and accident information which may be required by the Union in order to perform its representational duties. Where necessary, the Union will secure appropriate releases from employees involved regarding information affecting them.

ARTICLE 26

LABOR-MANAGEMENT LIAISON

26.1 Meetings: Each party to this Agreement shall designate a representative to meet as necessary in order to promote harmonious labor relations by discussing and resolving problems of mutual concern. The representatives shall meet quarterly or by request of either party if circumstances warrant such a meeting. Meetings will be held at a date and time mutually agreeable to the parties.

ARTICLE 27

MILITARY LEAVE

27.1 Statutory Rights: Employees in the military service, including the New Jersey National Guard or United States Armed Forces Reserves, shall be entitled to such leave provisions as may be required by law.

ARTICLE 28

INDEMNIFICATION

28.1 Tort Claims: The Employer will indemnify an employee for damages resulting from any tort claim or any civil violation of state or federal law arising out of the employee's job, if, in the opinion of the Employer, the acts committed by the employee upon which the damages are based did not constitute fraud, malice, willful misconduct, or intentional wrongdoing.

ARTICLE 29

SEVERABILITY

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

ARTICLE 30

FULLY-BARGAINED CLAUSE

30.1 Integration of Agreement: This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time the negotiated or signed this Agreement.

30.2 Modification: This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

30.3 Reopener: Following ratification of this Agreement, upon mutual agreement of the parties, which shall be in writing, the parties may reopen negotiations with regard to the subjects set forth in this Agreement.

ARTICLE 31

TERM OF AGREEMENT

31.1 Effective Date: This Agreement shall be effective immediately on the date of signing below and shall continue in full force and effect through December 31, 2026. The parties shall commence negotiations on a successor Agreement pursuant to regulations of the Public Employment Relations Commission.

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this 6 day of Jan., 2021

FOR THE UNION

Michael Blawie

[Signature]

Chad Allen

FOR THE BOROUGH

[Signature]

Cynthia Dalesio

APPENDIX A

TITLES

Title	2020 Starting Rate ¹
Finance Clerk	17.00
Police Secretary.....	17.00
Public Works Assistant Foreman.....	24.50
Public Works Foreman.....	27.50
Public Works CDL Driver/Operator.....	17.00
Public Works Laborer.....	15.00
School Crossing Guard	14.30
Sewer Mechanic.....	18.00
Sewer Laborer	15.00
Sewer Treatment Operator.....	19.00
Water Treatment Operator.....	24.00
Zoning Officer (stipend).....	\$363.50/month

¹ Beginning January 1, 2021, starting rates shall increase at the rates set forth in Article 9, Section 9.2 herein. Notwithstanding anything set forth herein, no employee shall be compensated at less than the applicable New Jersey minimum wage.