

AGREEMENT

Between

BOROUGH OF WILDWOOD CREST

-and-

UNITED INDEPENDENT UNION, LOCAL 1

JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

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PREAMBLE

This Agreement entered into this 25 day of JULY, 2019, by and between the Borough of Wildwood Crest, hereinafter called the "Borough" and United Independent Union, Local 1, hereinafter called the "Union" has, as its purpose the promotion of harmonious relations between the Borough and the Union; 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; and represents the complete and final understanding on all bargainable issues between the Borough and the Union.

ARTICLE I – RECOGNITION

- A. The Employer recognizes the Union as the Bargaining Agent for the purpose of establishing salaries, wages, and other conditions of employment for all sanitation workers ("Certificate of Representative", Docket No. RO-87-36), which is made a part of this Agreement by reference as if fully set forth or for any other newly created (non-supervisory) positions in the sanitation title series.
- B. Temporary employees are hired, assigned, and terminated on an "at will" basis as the needs of the Employer dictate and they shall have no vested rights under the Department of Personnel or this Agreement.
- C. The Borough of Wildwood Crest reserves the right to employ permanent or provisional part-time employees. The Borough does agree to commence negotiations, within thirty (30) days of the date from which notice of activation of title occurs, for the terms and conditions of employment if the Borough does decide to hire part-time employees in the future.
- D. 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.

ARTICLE II – CHECK OFF

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for U.I.U. LOCAL 5. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (RS.) 52:14-15, 94, as amended, and members shall be eligible to withdraw such authority during July of each year.

B. The aggregate deductions from all employees shall be remitted to the Secretary/Treasurer of the UNION together with the list of the names of all employees for whom the deductions were made by the fifteenth (15) day of the succeeding month after such deductions were made.

C. A check off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Secretary/Treasurer of the Union during the month following the filing of such card with the Borough.

D. If during the life of this agreement there shall be any change in the rate of membership dues, the Local Union shall furnish the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish to the Borough an official notification on the letterhead of the Local Union and signed by the Secretary/Treasurer of the Local Union advising of such changed deductions.

E. The Union will provide the necessary "Check-Off Authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Borough Treasurer.

F. The Union shall indemnify, defend, and save the Borough harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Union or by the Borough in reliance upon the official notification on the Letterhead of the Local Union and signed by the President of the Local Union advising of such changed deduction.

ARTICLE III – MANAGEMENT RIGHTS

A. It is recognized that the management of the Borough, the control of its properties, and the maintenance of order and efficiency, is a right and responsibility of the Borough. Accordingly, the Borough hereby retains and reserves unto itself, or through and by the Department Directors or designees, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitutions of the State of New Jersey and the United States, except as they may be otherwise limited in this Agreement:

1. the executive management and administrative control of the Borough and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;
2. the determination of the standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees subject to NJ CIVIL SERVICE regulations;
3. the transfer, assignment, reassignment, layoff or recall of employees to work, subject to NJ CIVIL SERVICE regulations;
4. the determination of the number of employees and of the duties to be performed, in accordance with applicable NJ CIVIL SERVICE regulations, and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;
5. the maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service;
6. the determination of staffing patterns and areas worked, hours of operation, the control and regulation of the use of facilities, supplies, equipment, materials and other property of the Borough;
7. the determination of the number, location and operation of divisions, departments, units and all other work groups of the employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;
8. the determination of the amount of overtime to be worked;
9. the determination of the methods, means and personnel by which its operations are to be conducted;
10. the determination of the content of work assignments not inconsistent with NJ CIVIL SERVICE job specifications;
11. the exercise of complete control and discretion over its organization and the technology of the performance of its work;
12. the making, maintenance and amendments of such operating rules as it may from time to time deem best for the purposes of maintaining order, safety or the effective and efficient operation of the work of the Borough; and
13. the determination of job classifications and to assign work not inconsistent with NJ CIVIL SERVICE job specifications as it deems appropriate.

B. The Borough shall have the right at all times to make and enforce rules, regulations, policies or other statements of procedure not inconsistent with this Agreement, notwithstanding

the act, whether active or passive, of the Borough in refraining from doing so at any time. The act of the Borough at any time in refraining to enforce said rights shall not be construed as having created a custom or practice contrary or as having waived or modified said rules, regulations, policies or other statements of procedures.

C. Nothing contained herein shall be construed to deny or restrict the employer or the employees from the exercise of its or their rights under R.S. 34:13A, R.S. 40, 40A, R.S. 11A or any other national, state, county or local laws or ordinances pertaining to the employees covered by this Agreement.

ARTICLE IV – WORK SCHEDULES, OVERTIME AND WORKING TEST PERIOD

A. Work Schedule

1. The regular workday 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 workweek 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.
 - a. The regular workday 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 workday 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 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.
- f. 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

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)(a) 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 Section B(1), Paragraph F 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 workweek 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)(a) 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

In compliance with New Jersey Department of Personnel Rules and Regulations (N.J.A.C. 4A:4-5.2), every person hired or appointed on a permanent, full-time or part-time basis shall be subject to a working test period during which the employee is on probation in the position to which that employee is hired or appointed for a period of three (3) months. Prior to completion of the working test period, the employee shall be evaluated by the Commissioner of Public Works (or designee) to determine whether the affected employee shall be granted permanent status or dismissed; except that an evaluation shall be performed during the working test period to gauge the performance of the employee and from which the employee shall be given a reasonable period to correct any known or stated deficiencies prior to the conclusion of the said working test period. Upon the failure of the employee to receive a "positive" rating at the conclusion of the working test period, he/she, if dismissed, shall not have recourse through the grievance and arbitration provisions of this agreement.

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

ARTICLE V – NO STRIKE PLEDGE

A. The Union covenants and agrees that during the terms of this agreement neither the union nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, sick-out, slow down, walk out or other job action against the Borough. The Union agrees that such action would constitute a material breach of this agreement.

B. In the event of a strike, work stoppage, sick-out, slow down, walk out or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this agreement shall be deemed grounds for termination of employment of such employee or employees.

C. The Union will actively discourage and will take whatever affirmative steps necessary to prevent or terminate any strike, work stoppage, sick-out, walk out or other job action against the Borough. Upon compliance by the Union with this provision, the Borough agrees to hold harmless the Union from and against claims of any damages.

D. Nothing contained in this agreement shall be construed to limit or restrict the rights of the Borough to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

ARTICLE VI – RATES OF PAY

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. Entry level annual rates of pay for the positions covered by this agreement are as follows: Sanitation Worker: \$24,000; Sanitation Driver: \$26,000.

C. Commencing effective 1/1/13 and each year thereafter, the Borough shall provide three (3) day's pay to each employee in the second pay of the next year in the event no sick time is used during that entire previous year. Likewise, one (1) day's pay shall be provided to each employee in the second pay of next year in the event three days or less is charged off to sick leave in that entire previous year. Part-time employees shall likewise be entitled to the foregoing payments on a pro-rated, proportionate basis.

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 per hour in addition to the employee's regular salary for each hour worked during said assignment in a calendar year.

E. No increase, other than entry-level increases, shall be provided until that January 1st after the completion of six (6) months of provisional/permanent full-time employment.

F. When an employee shall be promoted from the position of Sanitation Worker to the position of Sanitation Driver, his/her annual rate of pay shall be increased by TWO THOUSAND DOLLARS (\$2,000) in recognition of the promotion, said sum to be paid pro-rata for the balance of the calendar year in which the promotion occurs.

G. 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.

ARTICLE VII – PHYSICAL EXAMINATIONS

A. The Borough may require all bargaining unit employees to undertake an annual physical examination at such time as the Borough may deem necessary. If permitted, the employee's health benefits coverage shall provide for the cost of the physical examination or any portion thereof. Otherwise, the Borough shall pay the cost of the physical.

B. The Borough shall have the right to require any bargaining unit employee to obtain the physical examination from a specified physician.

ARTICLE VIII – HOLIDAYS AND PERSONAL TIME

A. Employees are entitled to paid holidays as determined by the Board of Commissioners by resolution annually.

B. Permanent part time employees shall be compensated for Borough Holidays that fall on days when the employee is normally scheduled to work. Employees shall receive their regular rate of pay for a holiday that the employee would have worked under his or her normal schedule. In the event the employee actually works on a holiday, he or she shall receive compensation for that holiday at time and one-half the employee's regular rate of pay.

C. Holidays, which fall on Saturday, shall be celebrated on the preceding Friday. Holidays which fall on Sunday shall be celebrated on the following Monday.

D. 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.

ARTICLE IX – VACATIONS

A. Employee covered by this contract shall be entitled to the following annual vacation with pay.

- From the date of hire to the end of the first year -
Seven (7) hours (full-time) per month; four (4) hours (part-time) per month;
- From the beginning of the first full calendar year after appointment until the end of the fifth calendar year:
Eighty-four (84) hours (full-time); forty-seven (47) hours (part-time);
- From the beginning of the sixth calendar year until the end of the ninth calendar year:
One hundred-five (105) hours (full-time); fifty-eight and one-half (58.50) hours (part-time);
- From the beginning of the tenth calendar year until the end of the twentieth calendar year:
One hundred forty (140) hours (full-time); seventy-eight (78) hours (part-time);
- From the beginning of the twenty-first calendar year and for each year thereafter:
One hundred seventy-five (175) hours (full-time); ninety-seven and one-half (97.50) hours (part-time)

B. For employees hired on or after January 1, 2016:

- New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month. After initial month of employment and up to the end of the first calendar year, employees shall receive one working day for each month of service.
- From the beginning of the first full calendar year of employment and up to ten (10) years of continuous service, twelve (12) working days;
- After ten (10) years and up to twenty (20) years of continuous service fifteen (15) working days;
- After twenty (20) years of continuous service, twenty (20) working days;

C. Said employees shall have the right to take all vacation days in that they would be entitled to for the year anytime during the year, unless it is determined by the Department Head that the granting of vacation time will adversely affect the operation of the Department, division, or unit.

D. Vacations are to be taken in the year in which they are earned. Where in any calendar year, the

vacation leave or any part thereof is not used, such vacation periods shall accumulate and shall be granted during the next succeeding year only. All vacation leave in any given year shall be initially charged against any unused vacation leave from the prior year.

ARTICLE X – 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'tl	14 hours
21 up to and including 35 hours	14 hours	add'tl	14 hours
35 up to and including 56 hours	7 hours	add'tl	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.

ARTICLE XI – BEREAVEMENT LEAVE

The employer agrees to grant an employee a funeral leave with full pay when the death occurs in the employee's immediate family.

A. The employee's immediate family, under this article only, is considered to include spouse, children, step-children, brother, sister, parents, step-parents, parent-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, primary caregiver or a non-related person who has resided permanently in the employee's household for at least the last consecutive twelve (12) month period. Adequate proof of residence shall be required in the case of the primary caregiver or non-related person permanently residing in the employee's household.

B. Funeral leave with pay shall be provided for up to twenty-one (21) working hours for full-time employees and twelve (12) hours for part-time employees, which may commence from the date of death but shall not extend beyond the day following the funeral and/or burial.

C. The employer may request submission of proof.

ARTICLE XII – JURY DUTY

- A. An employee who is called to jury duty shall immediately notify the employer.
- B. An employee who is excused from jury service on any workday shall report to work for the remaining shift.
- C. An employee required to render jury service shall be entitled to be absent from work during that service and will be paid the difference between any payment received for jury duty and the employee's regular salary. For part-time employees, payment will only be made if the employee has jury duty on a regularly scheduled workday.

ARTICLE XIII – MILITARY LEAVE

A. All provisions of N.J.A.C. 4A:6-1.11 shall be applicable to this Article.

ARTICLE XIV – LEAVE OF ABSENCE

Leave of absence for employees shall be granted as provided under Civil Service Commission statutes, rules and regulations, except as otherwise provided.

- A. The Local shall be allotted a total of ten (10) days off per year to be utilized by the Local for union business (Conventions, Seminars, Conferences, and meetings called by United Independent Union).
- B. A permanent employee holding a position in the classified service who is temporarily incapacitated to perform his duties (due to either physical or mental reasons), and who is otherwise without available accrued sick leave, or one who wishes to engage in an appropriate course of job-related study, or for any reasons considered valid by the employer, may be granted a special leave of absence without pay by the employer for a period not to exceed six (6) months. Said special leave may be extended for another six (6) months with the approval of the employer and the Civil Service Commission.
- C. Employees returning from an authorized leave of absence for work related illness/injury, military, job related education or maternity, but excluding leaves granted for any other personal reasons, will be restored to their original classification at the then appropriate rate of pay with no loss of seniority or accrued sick or vacation time earned during the period of leave of absence. Employees on leave of absence without pay for personal reasons shall cease accumulation of all accrued time and related benefits during the period of the leave and, specifically, the Borough will not be responsible to provide the employee with benefits provided within Article XX during the period(s) of any unpaid leave. However, if the employee elects to retain coverage during that period, the employee shall be responsible for the premium payment and must be paid by the employee at the time the leave shall be commenced.
- D. When an employee returns from an approved leave of absence, any dues check-off authorization in effect prior to the approved leave shall be reactivated.
- E. Family/Medical Leaves of Absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" (hereinafter, FMLA) and the "New Jersey Family Leave Act" (hereinafter, NJFLA) and the regulations promulgated pursuant to those statutes; as well as the Family Leave Policy adopted by the Borough of Wildwood Crest. Under the provisions of these statutes, certain employees are entitled to twelve (12) weeks of leave during a twelve (12) month period. The circumstances under which leave may be taken vary depending on the type of leave requested and the Borough will grant leave in accordance with the provisions of each statute, the lawful regulations issued under each statute. Employees taking FMLA Leaves and/or NJFLA Leaves will be required to use accrued sick leave, vacation and administrative leave concurrent with

the approved leave. Employees will also be required to take FMLA Leaves and NJFLA Leaves concurrently when possible under the statutes. The Borough retains all rights to require proper certification from a health care provider pursuant to all applicable laws.

ARTICLE XV – MATERNITY LEAVE

- A. Requests for maternity leave shall be made in writing, no later than the third (3rd) month of pregnancy.
- B. Except for reasons of health or inability to perform her job, the pregnant employee shall be permitted to work, provided the attending physician approves and so advises in writing.
- C. Maternity Leave shall be administered in accordance with the provisions of the Federal Family and Medical Leave Act (FMLA) and New Jersey Family Leave Act (NJFLA). Employees are required to use accumulated leave time concurrently with leave under the FMLA and NJFLA.

ARTICLE XVI – GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this agreement.
- B. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Department Head.
- C. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application, or violation of policies, agreements and administrative decisions affecting them as contained in this bargaining unit.
- D. The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this agreement and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE:

The aggrieved or the Union shall institute action under the provisions hereof within seven (7) working days after the event giving rise to the grievance has occurred or knowledge thereof and an earnest effort shall be made to settle the difference between the aggrieved employee and the Department Head for the purpose of resolving the matter informally.

STEP TWO:

If no agreement can be reached orally within five (5) working days of the initial discussion with the Department Head, the employee or the Union may present the grievance, in writing, within five (5) working days thereafter to the appropriate commissioner or his designated representative. The written grievance at this time shall contain the relevant facts and the remedy requested by the grievant. The appropriate commissioner or his designated representative will answer the grievance, in writing, within fourteen (14) working days of receipt of the written grievance.

STEP THREE:

If the aggrieved employee is not satisfied with disposition of the grievance by the commissioner, the grievance may be submitted to a binding arbitration within thirty (30) days after the expiration of Step 2.

- A. The costs associated with retaining an Arbitrator shall be borne equally between both parties.
- B. The moving party shall make a request for a list of arbitrators to the Public Relations Commission and both parties shall then be bound by the rules and procedures of PERC in the selection of the arbitrator.
- C. The arbitrator shall limit himself to the interpretation and application of the terms of this Agreement and to the issues submitted to him and considers no other(s).

- D. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this agreement or impose on any part hereto a limitation or obligation not provided in this agreement.
- E. The award of the arbitrator on the merits of any grievance within his jurisdiction and authority as provided in this agreement shall be binding upon the parties.
- F. The designated Union Representative shall be permitted, as members of the Grievance Committee, to confer with employees and the Borough on specific grievance in accordance with the grievance procedure set forth herein, during working hours of employees, without loss of pay, for up to fifteen (15) minutes each day, provided the conduct of said business does not diminish the effectiveness of the Borough or require the recall of an off-duty employee. The Department Head may authorize additional time.
- G. If a decision is not rendered within the time limits prescribed for decisions at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or constrict the time limits for processing the grievance at any step in the grievance procedure.
- H. Agents of the Union, who are not employees of the employer, may be permitted to visit the employees during working hours, at their workstations, for the purpose of discussing Union representation matters, as long as such right is reasonably exercised and providing further that there is no undue interference with the employer's work by such agents.
- I. The employer and the Union further agree to give reasonable consideration to request of either party for meetings to discuss grievances pending at any step.
- J. The settlement or other disposition of any grievance prior to arbitration shall be subject to review and approval of a designated committee established by the governing body, which shall include the Department Head or his/her, designee so as to assure compliance with Borough Policy and/or philosophy.

ARTICLE XVII – WORKERS’ 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 duty 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.

ARTICLE XVIII – GROUP INSURANCE AND PENSION

A. The Borough shall provide hospitalization insurance through the New Jersey State Health Benefits Plan, as it exists or as modified by the New Jersey State Health Benefit Plan, including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefit Plan, for all employees and eligible dependents covered by this Agreement. The Borough may provide any plan provided for under the State Health Benefits Plan. The Borough shall also provide a Co-Pay Prescription Plan for employees and eligible dependents through the New Jersey State Health Benefits Plan. The co-payment shall be determined by the New Jersey State Health Benefits Plan and may be subject to future changes to reflect the then applicable NJSHBP prescription co-pays.

The Borough presently provides the NJSHBP Direct 15/25 Plan for employees and their eligible dependents. An employee may select coverage of another Plan offered by the NJSHBP and in the event the selected plan cost more than the Direct 15/25 Plan then the employee shall be responsible for paying the costs of the increased premium for the selected coverage. Payment shall be made by equal payroll deductions.

B. All employees shall pay a cost contribution for Health Insurance Plan coverages in accordance with P.L. 2011, Chapter 78, Pension and Health Benefits Reform Law adopted June 28, 2011, or applicable law. Payments shall be made by the way of withholdings from each employee's payroll checks. The City shall establish and adopt a Section 125 Plan so that said contribution would be 'pre-tax'.

C. Recognizing the extraordinary costs and annual increases associated with providing health insurance to Borough employees and their dependents, the Borough may, at its option, change any of the existing insurance plans or carriers or may self-insure.

D. The Borough will pay health insurance premiums for a plan providing benefits as required in section A above for a Borough employee who has retired after twenty (25) years of service with the Borough, retired on a state disability pension or after retiring at age 62 or older with at least fifteen (15) years service with the Borough. However, no employee hired by the Borough on or after January 1, 2010 shall be eligible for health insurance coverage upon retirement until having worked at least twenty-five (25) years with the Borough, while meeting appropriate age requirements for retirement, or upon an approved disability retirement through the Public Employees Retirement System.

For the purposes of this benefit, the dependent shall be defined as the specific individual that was covered at the time of the employee's retirement. For example, if an employee retires with coverage for himself and his spouse and, in retirement, his spouse passes away, the employee shall not be able to add any additional dependents, even if he remarries.

All retirees shall pay a cost-contribution in accordance with P.L. 2011, Chapter 78. The retiree shall receive the benefits in effect for current employees, not necessarily the benefits which were in effect at the time the employee retired.

Effective January 1, 2016, any employee who retires and is eligible for post-retirement health benefits from the Borough of Wildwood Crest who, after retirement, secures employment

with any local, State, county or federal government agency or entity, including, but not limited to, law enforcement entities where, by virtue of their employment, New Jersey State Health Benefits Plan is offered, or who is otherwise eligible to receive health insurance coverage through their employment shall be required to accept coverage for health insurance through their current employer and shall cease to be covered by the Borough of Wildwood Crest.

Effective January 1, 2016, the Borough shall not pay for any post-retirement health benefits for any employees hired on or after January 1, 2016.

Upon becoming eligible for Medicare, retirees shall no longer be eligible for Borough provided health benefits.

ARTICLE XIX – SENIORITY

A. Seniority shall mean a total of all periods of continuous and uninterrupted permanent, probationary, provisional full time employment with the department covered by this agreement.

B. Except where New Jersey Department of Personnel statutes provide otherwise, in cases of provisional promotions, promotions, demotions, layoffs, recalls, vacation schedules, or situations where substantially better working conditions are involved, the determining factors shall be seniority, performance, qualifications and ability.

ARTICLE XX – SAFETY, HEALTH AND HUMAN RELATIONS

The Employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel.

- A. The Employer shall provide a clean break/lunch room at each work location for all employees.
- B. No employee shall be required to lift any item by his/herself beyond his/her capabilities without the assistance of another employee.
- C. All employees required to do lifting as part of their job shall have weight lifting belts made available by the Borough at the employees request.
- D. It shall be a requirement that all employees wear safety equipment as provided by the employer, unless employee(s) provide a statement from a medical doctor or other competent authority that any portion of equipment provided cannot be worn. Rain gear, safety helmet and goggles, boots, work shoes, safety related items shall be provided as necessary and/or required to all sanitation employees, and worn by the employees.
- E. All employees shall be required to perform sanitation duties, including the cleaning/maintenance of trucks, and any other public works related assignments on a limited and non-recurring basis as determined by the supervisor, in addition to actual trash collections.
- F. All employees shall be responsible for the proper care and use of all assigned borough equipment and property.
- G. All employees shall be required to have a valid driver's license as a condition of continuing employment.

ARTICLE XXI – EQUAL TREATMENT

A. The Borough and the Union agree that there shall be no discrimination or favoritism shown for reasons of sex, age, nationality, race, religion, marital or civil union status, physical impairment, political affiliation, union membership, or union activities.

B. The Borough may establish reasonable and necessary rules of work conduct for employees. Such rules will be equitably applied and enforced.

C. Any and all new or revised policies or regulations will be posted by the employer five (5) days prior to implementation.

ARTICLE XXII – JOB POSTING

Any vacancies or newly created positions within the Borough will be posted prominently for seven (7) calendar days. The posting shall include the classification, the salary, a description of the job, any required qualifications, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying. Permanent part-time employees shall be considered for full-time positions based upon past job performance, qualifications necessary to perform duties of vacant position, attendance record, and demonstrated ability to work well with others.

A. A copy of each notice posted will be forwarded to the appropriate local Union, Shop Steward, and Officer.

B. The appointing authority will post prominently for seven (7) days, the names of the individual selected under the above procedure for the promotion and or re-assignment.

ARTICLE XXIII – CLOTHING AND MAINTENANCE ALLOWANCE

A. The Borough will provide clothing for sanitation workers for their required on-duty use and maintenance associated therewith. Prior to the Borough making the final decision on type, style of uniform etc., input will be sought by representatives of the foregoing group listed herein above.

B. Employees in this unit shall receive an annual allotment of up to two pair of work boots.

C. Employees in this unit shall receive an annual clothing maintenance stipend of \$250.00 to be paid as a lump sum check in the second pay period in December.

ARTICLE XXIV – DISCIPLINARY ACTION

- A. Discipline of an employee shall be imposed for good and just cause according to law.
- B. The name of any employee who is notified of suspension or dismissal shall be transmitted to the Union immediately, but not later than forty-eight (48) hours after such notice.
- C. It is the intention of the Borough to implement Discipline in a progressive manner. Discipline shall normally be imposed in the following manner:
 - 1. Oral Warning - issued by the immediate supervisor of the employee.
 - 2. Written Warning - issued by the immediate supervisor to an employee.
 - 3. Written Reprimand - issued to an employee, the written reprimand shall be inserted in the employee's personnel folder.
 - 4. Minor Disciplinary Action - consists of a fine or suspension up to five (5) days.
 - 5. Major Suspension - consists of a fine or suspension over five (5) days after determination of Departmental Hearing.
 - 6. Termination - after determination of Departmental Hearing.
- D. It is recognized that any of the steps listed above could be bypassed depending on the severity of the infraction. It is also recognized that the Borough can issue fines in accordance with N.J.A.C. 4A:2-2.4.

ARTICLE XXV – NO GIFTS

A. No employee shall accept from the public any gift or remuneration, either in the form of money or tangible items, for the performance of regular duties. Failure to comply with this Article may subject the affected employee(s) to disciplinary action as deemed appropriate by the Appointing Authority.

ARTICLE XXVI – GENERAL PROVISIONS

- A. The Borough shall provide Bulletin Boards at each time clock.
- B. The Union shall have the use of the Union employee bulletin board for the posting of notices relating to meetings and official business of the Union. Only material authorized by the signature of the Local Union President and his designee shall be permitted to be posted on said bulletin board, and said notices shall not contain any political or controversial material.
- C. It is agreed that representatives of the employer and the Union will meet from time to time upon request of either party with the mutual consent of both parties to discuss items of general interest or concern, which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, and a precise agenda shall be established.
- D. The Borough recognizes the right of the Union to designate one (1) shop steward and one (1) alternate. Whenever changes to the Union are made by the election of a shop steward or assistant steward, the names of the newly elected representatives shall be submitted, in writing, to the Borough.
- E. Employees who are covered by the agreement shall perform duties and responsibilities as contained in the N.J. Department of Personnel job specifications for their positions.
- F. The Borough shall be responsible for drafting this agreement and the Union shall be responsible for the printing and dissemination of same.
- G. All permanent part-time employees covered by this agreement (excluding seasonal and temporary employees) shall be entitled to sick leave, vacations, and holidays on a pro-rated basis. All salaries for permanent part-time employees shall be in accordance with the hourly rates established in this agreement.

ARTICLE XXVII – SEPARABILITY AND SAVINGS

A. Each and every clause of this agreement shall be deemed separable from each and every other clause of this agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such case, the applicable clause or clauses, only to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the agreement, including any and all provisions on the remainder of any clause, sentence, or paragraph in which offending language may appear.

ARTICLE XXVIII – FULLY BARGAINED AGREEMENT

A. This agreement represents and incorporates the complete and final understanding of the 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, nor whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

ARTICLE XXIX – JOB REQUIREMENTS

A. The parties acknowledge that having and maintaining a valid New Jersey drivers' license is a requirement of the jobs covered by this Agreement. All employees are required to have a valid drivers' license. Any individual who, as the date of the execution of this Agreement does not have a valid drivers' license shall be required to apply for and continue to pursue one with the exception of any individual who has twenty (20) or more years of service with the Borough. In the event an employee's license is suspended or revoked, the employee shall report this to his supervisor immediately.

B. The parties acknowledge that employees in the title of Sanitation Driver may be required to assist in loading the sanitation truck.

ARTICLE XXX – LABOR/MANAGEMENT

At the request of either party, labor/management meetings will be held with the Commissioner in charge of the Department two (2) times per year to discuss operational issues with unit members. At the request of either party, labor/management meetings between the supervisors/department head and unit members will be held quarterly.

ARTICLE XXXI- TERMINATION

A. This agreement shall be in full force and effect as of January 1, 2016, and shall remain in effect up to and including December 31, 2018. In the event that a new contract has not been agreed upon on the termination date of this agreement, this contract shall remain in full force and effect until a succeeding contract may be agreed upon by the parties. To commence negotiation for a successor agreement, either party shall notify the other in writing, no sooner than one hundred twenty (120) days prior to the expiration date of this agreement.

B. Within forty-five (45) days after receipt of the aforementioned notification, if any, a meeting shall be held between the parties for the purpose of established ground rules regarding the commencement of negotiations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

ATTEST:



BOROUGH OF WILDWOOD CREST



DON CABRERA, MAYOR

ATTEST:

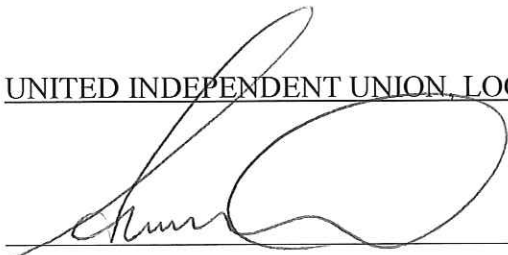


Constance Mahon

CONSTANCE MAHON, ADMINISTRATOR

UNITED INDEPENDENT UNION, LOCAL 1

ATTEST:



7-18-2019