

Contract no. 1600

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LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

OCT 14 1989

RUTGERS UNIVERSITY

1989 - 1991

AGREEMENT

BETWEEN

COMMUNICATIONS WORKERS OF AMERICA, AFL/CIO

AND

THE BOROUGH OF WASHINGTON, WARREN COUNTY, NEW JERSEY

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A G R E E M E N T

P R E A M B L E

This Agreement, made and entered into in Washington, New Jersey, this _____ day of _____, 1989, between the Borough of Washington, in the County of Warren, New Jersey, hereinafter referred to as the "Borough" or "Employer" and the Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union".

W I T N E S S E T H

Whereas, the Borough and the Communications Workers of America, AFL-CIO, recognize and declare that providing quality maintenance and repair of Borough streets, sewers, drains, sewage treatment plant and other property is their mutual aim; and

Whereas, the Communications Workers of America, AFL-CIO, represents the employees in the Job Classifications, listed in "Appendix A" of the Road Sewer, Building Maintenance and Police Departments of the Borough; and

Whereas, the Borough and the Communications Workers of America, AFL-CIO, recognize and declare that providing quality dispatching services to both our local community and neighboring communities with which the Borough has entered into dispatching service agreements is their mutual aim; and

Whereas the Borough has an obligation, pursuant to Chapter 303, Public Laws of 1968, as amended to negotiate with the Communications Workers of America, AFL-CIO, as the representative of the employees covered by "Appendix A": and hereby designated with respect to the terms and conditions of employment; and

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I : LEGAL REFERENCE

Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution and Administrative Code upon any Borough officials, or in any way abridge or reduce such authority. This Agreement shall be construed as requiring the Borough and all Officials thereof to observe the terms herein

contained, to the extent that such terms comport with the rights, duties and obligations conferred upon them by law.

Nothing contained herein shall be construed to deny or restrict to any employee covered by this Agreement, such rights as he may have under any other applicable Laws and Regulations. The rights granted to employees herewith shall be deemed to be in addition to those provided elsewhere by Statute.

If any provisions of this Agreement or any application of this Agreement is held to be contrary to Law, then such provisions of applications shall not be deemed valid except to the extent permitted by Law, but all other provisions of application shall continue in full force and effect.

The provisions of this Agreement shall at all times be subject and subordinate to the applicable provisions of Law, both Federal, State and Local. To the extent where necessary, the Borough Council will consider appropriate resolutions and ordinances to carry out the terms of this Agreement.

ARTICLE II : FULLY BARGAINED AGREEMENT

The parties hereto mutually acknowledge and agree that this Agreement embodies the entire agreement and understanding between the parties on all issues which were or could have been the subject of bargaining, and that there exists no separate agreements between the parties which alter the terms whereof or which are in addition to the terms hereof.

ARTICLE III : RECOGNITION

The Borough hereby recognizes the Communications Workers of America, AFL-CIO, as the sole and exclusive representative of all employees serving in the Job Classifications listed in "Appendix A" for the purpose of collective negotiations with respect to terms and conditions of employment.

ARTICLE IV : EMPLOYEE RIGHTS

1. Pursuant to Chapter 303, Public Laws 1968, as amended, the Borough hereby agrees that every employee shall have the right to freely organize, join and support The Communications Workers of America, AFL-CIO and its affiliates for the purpose of engaging in collective negotiations. As a body exercising governmental power under the Laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage an employee in enjoyment of any right conferred by Chapter 303, Public Laws 1968,

as amended or other Laws of New Jersey or the Constitution of New Jersey and the United States. The Borough shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in The Communications Workers of America, AFL-CIO, his participation in any activities of The Communications Workers of America, AFL-CIO and in the pursuit of collective negotiations with the Borough. The Borough shall not discriminate against any employee because of the filing of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

2. One (1) elected representative of the Union shall be permitted time off to attend negotiating sessions and/or grievance sessions, provided the efficiency of the department is not affected thereby. Such time off shall be at the regular straight time rate of pay.

3. An employee shall have the right to inspect his personnel file by giving seven (7) days notice, in writing, at a time established by the department head; such right shall be limited to only when charges involve disciplinary proceedings.

ARTICLE V : MANAGEMENT RIGHTS

Section 1. It is recognized that the management of the Borough, the control of its properties and the maintenance of order and efficiency, is solely the right of the Borough. Accordingly, the Borough retains the right, including, but in no way limited to:

(a) Determine the number of employees in the Unit;

(b) Select and direct the working forces, including the right to hire, determine the hours of work, assign, promote or transfer. The Borough also may discipline, suspend or discharge employees for good and just cause with due process given to the employee under New Jersey Administrative Code Title 4A:2 and Article XIII of this Agreement;

(c) Determine the amount of overtime to be worked;

(d) To relieve employees from duty because of lack of work or other legitimate reasons;

(e) Decide upon the number and location of its facilities;

(f) Determine the work performed with the Unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules, work, together with the selection, procurement, designing, engineering and the control of equipment or materials;

(g) Purchase services of others by contract or otherwise; however, the

Borough agrees to negotiate with the Union before making such purchases if they would result in the lay-off of current bargaining unit employees.

(h) To make reasonable and binding rules and regulations not inconsistent with applicable Law.

Section 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only to the extent that such terms are consistent with any applicable Federal, State and Local Laws.

Section 3. Nothing contained therein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under R.S. 40, R.S. 11 or any other National, State, County or Local laws or Ordinances.

ARTICLE VI : VACATIONS AND HOLIDAYS

Section 1: Vacations

Effective January 1, 1989, employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

1. Employees who have not completed one (1) year of service on or before the 1st day of January of any year shall be entitled to one (1) working day of vacation for each full month of continuous service rendered from the date of his or her appointment. Employees who have completed one (1) year of service on or before the 31st day of December of any year shall be granted twelve (12) working days vacation. Employees who have completed five (5) years of service on or before the 31st day of December of any year shall be granted sixteen (16) working days vacation, commencing in the sixth (6th) year. Employees who have completed twelve (12) years of service on the 31st day December of any year shall be granted twenty-one (21) working days vacation, commencing in the thirteenth (13th) year. Employees who have completed twenty (20) years of service on the 31st day of December of any year shall be granted twenty-five (25) working days vacation, commencing in the twenty-first (21st) year.

2. The vacation period shall be the calendar year, from the first day of January to the thirty-first day of December. Vacations shall be scheduled by the Department Head giving preference to employee choice according to seniority, where practicable and where consistent with continued efficient operations.

3. When in any calendar year the vacation or any part thereof is not utilized, such vacation days or part thereof not utilized shall accumulate and shall be utilized during the next succeeding calendar year only; however, the current calendar year vacation shall not be affected if the previous year vacation days or part thereof are not taken and subsequently lost. The schedule of vacations shall be at the sole discretion of the Department Head.

4. Any employees of the Borough covered by this Agreement who are entitled to vacation leave at the time of retirement shall receive their earned vacation which has not been taken, effective thirty (30) days prior to the date of retirement. In the event that an employee is entitled to vacation leave at the time of his death, his widow or estate shall receive the earned vacation pay on the same basis as an employee retiring.

5. Pay during vacation: All vacations shall be granted at the annual salary rates of the employee's base salary scale.

6. Scheduled vacations: All employees shall take their vacation at the scheduled time. However, a different period of time for vacation may be taken if mutually acceptable to the employee and the Department Head.

Section 2: Holidays

1. The following Holidays shall be observed without loss of pay during the term of this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus' Birthday
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

2. Employees shall be eligible for holiday pay, provided that he/she shall have served his/her probationary period and is on the job and available for work his last full scheduled work day before the holidays and the first full scheduled work day after the holiday even though in different work weeks, except in cases of proven illness or injury.

3. If any of the holidays fall on Sunday, Monday shall be considered as the holiday, if it is generally observed as such in the community, and if the holiday falls on Saturday, the Friday preceding the Saturday shall be declared a holiday in lieu thereof if it is generally observed as such in the community.

4. If one of the above holidays falls within an employee's vacation period, the employee shall receive an additional day of vacation, which may be taken on the day immediately after the employee's vacation is scheduled to expire.

5. Any full-time dispatcher who actually worked on the day a holiday is observed by the Borough shall be entitled to premium pay computed at two (2) x regular hourly rate for the hours so worked on that day. Hourly rate is established by dividing the employee's annual base salary by 2080 working hours.

ARTICLE VII : LEAVE OF ABSENCE, SICK LEAVE AND OTHER LEAVE

(a) Military Leave

1. A permanent employee who enters upon active duty with the military or naval services in time of war or emergency shall be granted a leave of absence without pay and will accumulate seniority during such period of service. An employee who voluntarily continues in the military service beyond the time when he or she may be released or who voluntarily re-enters the Armed Forces or who accepts a regular commission shall be considered as having abandoned his or her employment and resigned. Upon termination of said service from the period of original enlistment, the employee will be re-employed at the rate of pay prevailing for work to which he or she is assigned at the time of his or her re-employment, provided however, that he or she has not been dishonorably discharged, his or her job or comparable job is available, he or she is physically, mentally and emotionally able to perform such work and he or she makes written application for reinstatement within ninety (90) days after discharge.

2. A permanent employee who is a member of the National Guard or Naval Military or a reserve component of any of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay for such period. Such leave shall be in addition to regular vacation leave and such pay shall not be for more than two (2) weeks. Proof of service shall be required.

3. A full-time temporary or provisional employee who is a member of the National Guard or Naval Militia or of a reserve component of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence without pay. Proof of service shall be required.

(b) Funeral Leave

A regular full time employee who is excused from work because of the death of a member of his or her immediate family, as defined below, shall be paid his or her regular rate of pay for the scheduled working hours missed up to maximum of three (3) days. All leave benefits contained in this section shall be taken within one month of the funeral date.

Not more than eight (8) hours per day of twenty-four (24) hours for any period will be paid under the provision of this section. Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. Immediate family is as defined in Article IXX, Section (e). In case of death in the immediate family, reasonable proof shall be required.

(c) Sick Leave

Sick leave means the absence of an employe because of illness, exposure

to contagious diseases, attendance upon a member of his or her immediate family seriously ill and requiring the care and attendance of such employee.

Sick leave shall accrue to full time employees on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial employment and fifteen (15) working days in every calendar year thereafter. Sick Leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes. If an employee is absent for reasons that entitle him or her to sick leave, his or her superior shall be notified not later than one (1) hour prior to commencement of the scheduled shift of the day to be taken. Failure to notify his or her superior may be cause for disciplinary action.

An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness:

On the fifth (5th) day the physician shall indicate when the employee may be expected to return to work and the physician shall be mutually acceptable to both the Borough and the employee.

1. An employee who has been absent on sick leave for periods totaling fifteen (15) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for additional sick leave in that year unless such illness is of chronic or recurring nature requiring absences of one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.

2. The appointing authority may require proof of illness of an employee on sick leave whenever such requirements appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

In case of leave of absence due to exposure to contagious disease, a certificate from a physician acceptable to both the Borough and the employee shall be required.

The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, be examined by a medical doctor designated by the Borough. Such examination shall only establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees. The initial examination shall be paid by the Borough.

Absence without notice for five (5) consecutive days shall constitute a resignation. Sick leave is not be used to extend vacation time.

All benefits of every kind, including salary, sick benefits, insurance, etc. are lost if the employee engages in other gainful employment while on sick leave. Any employees out on sick leave may, with the Manager's approval, engage in other gainful employment so long as such employment does not jeopardize the employee's return to health. However, if an employee lawfully performing other gainful employment while on sick leave is otherwise injured in the course of such employment, then all pay and other benefits otherwise due the employee shall be lost until the employee returns to active duty.

Any employee violating the provisions of this section may be subject to disciplinary action and/or loss of any claimed sick leave benefits.

(d) Leave Without Pay

The Borough Manager, on the request of an employee and after reasonable notice, may grant a leave of absence without pay to permanent employees for a period not to exceed six (6) months at any one time. Said leave may only be granted when the Department Head and Borough Manager receives a written request signed by the employee. The Manager may extend such leave for an additional period not to exceed six (6) months upon approval of the governing body. Additional leave may be approved only with the consent of the New Jersey Department of Personnel. If, however, the said employee overstays such leave, his or her employment with the Borough shall be deemed to have terminated.

(e) Sick Leave Injury

1. (a) An employee who is disabled from a work-related injury or illness shall be granted a leave of absence with pay.

(b) An employee who can return to work on a part-time basis shall be compensated for the hours actually worked and receive sick leave injury benefits for the hours missed due to the disability.

(c) An employee to be eligible for sick leave injury benefits must pay to the Borough any Workmen's Compensation awards for lost wages.

(d) Benefits are limited to a twelve (12) month period from the initial date of the injury or illness.

2. (a) The disability must be an injury or illness resulting from employment.

(b) Injuries or illness which would clearly not have occurred but for a specific work-related accident or condition of employment are compensable.

(c) Pre-existing illness, diseases and defects aggravated by work-related accident or condition of employment are not compensable where such aggravation was reasonably foreseeable.

(d) Illnesses, such as a heart disorder and arthritis, which are generally not caused by a specific work-related accident or condition of employment are not compensable except where the claim is supported by the medical documentation that clearly establishes the injury or illness is work related.

(e) Psychological or psychiatric illness shall not be compensable, except where such illness may be traced to a specific work-related accident or occurrence which traumatized the employee thereby creating the illness, and the claims is supported by medical documentation.

(f) An injury or illness occurring where the appointing authority has established that the employee has been grossly negligent, including alcohol or drug abuse at the time of the accident, shall not be compensable.

3. (a) Any accident resulting in injury for which the employee seeks compensation must occur on the work premises except as in (c) below.

(b) Work premises is the physical area of operation of the appointing authority, including buildings, grounds and parking facilities provided by the Borough for the benefit of its employees.

(c) An injury occurring off the work premises is compensable only when the employee is engaged in authorized work activity or travel between work stations.

4. (a) For the injury to be compensable, it must occur during normal work hours or approved overtime.

(b) Injuries which occur during normal commutation between home and the work station or home and a field assignment are not compensable.

(c) Injuries which occur during lunch or break period are not compensable. However, employees who are required by the appointing authority to remain on call or at a particular job location during lunch and/or work-break shall not be precluded from receiving benefits.

5. (a) The burden is on the employe to establish by a preponderance of the evidence that he or she is entitled to benefits.

6. (a) The employee is required to report to his or her supervisor any accident or work condition claimed to have caused disability upon occurrence or discovery and is responsible for completing a written report on the matter within five (5) days or as soon as possible thereafter. The report shall include a statement of when, where and how the injury or illness occurred, statement of witnesses and copies of all medical reports concerning the injury or illness.

(f) Jury Duty Leave

1. All full-time employees selected for jury duty shall notify their immediate supervisor of the days they will be on jury duty. The employee is required to report to work as soon as possible upon release from service either on a permanent or temporary basis. The employee is entitled to his or her regular pay during time served on jury duty and may keep any expense allowance paid by the state or county for travel or wages. An employee need not report to work upon temporary or permanent release from jury duty obligations if the employee would be available to work less than one hour before the end of his or her normal working hours.

ARTICLE VIII : OTHER BENEFITS

Section 1 - Legal Expenses

If an employee is charged with a violation of the law as a result of acts

committed by him or her in the course of performing his or her duties, the Borough shall select an attorney to provide legal service to defend him or her. If the employee is unsatisfied he or she will be allowed to retain, at his or her own expense, private Counsel. However, the Borough shall reimburse the employee an amount which the Borough Attorney decides is equal to the fee he would have charged in reasonably disposing of the matter.

Section 2 - Medical Expenses

(a) Influenza Inoculation

The Borough will provide, at its expense, influenza inoculations for all employees covered by this Agreement. Any employee who avails himself or herself of this benefit shall by way of this Agreement hold the Borough harmless from any consequential effects related to the inoculation.

(b) The Borough agrees to provide Blue Cross/Blue Shield hospitalization and medical coverage at the level of coverage currently available through the State.

(c) Dental and Optical Care Benefit

The Borough agrees to reimburse employees and their dependents for dental and/or optical care. The maximum rate of reimbursement shall be two hundred dollars (\$200.00) per year for employees with dependents and one hundred dollars (\$100.00) per year for employees with no dependents. Employees must provide receipts in order to be reimbursed. The Borough will provide forms to employees during the month of November for reimbursement during the month of December.

(d) Physical examinations may be required at any time during the employment of a Borough employee to ascertain whether the employee can continue to perform the duties of the position held. In the event the results of the physical indicates that the employee is unable to satisfactorily perform the duties of the position he or she currently holds due to physical conditions, the employee shall, under doctor's care, be required to undergo physical therapy or treatment for correction of the physical deficiency. Inability to correct a physical problem or follow a prescribed therapy or treatment program may result in dismissal or demotion or other disciplinary action.

Section 3 - Reimbursement for Expenses

(a) Mileage Rates

Mileage shall be paid at the rate of 20¢ per mile, if the Department Head determines such transportation is necessary and does not provide transportation. Such mileage shall be computed to the Borough's Municipal Building and returning to same.

(b) Clothing Allowance

i. Employees shall be allowed to draw from an annual clothing allowance as provided in the Budget. This allowance shall also be used to purchase work shoes and for maintenance of five (5) sets of uniforms. The

maximum amounts are as follows:

Building Maintenance	-	\$450.00
Road and Sewer Department	-	\$450.00
Parking Enforcement Officers	-	\$300.00
Police Dispatchers	-	\$200.00

2. The above clothing allowance shall be made available no later than August 1st of each year.

3. New Employees shall be eligible for the clothing allowance upon completion of their probationary period.

4. Employees shall be required to use the clothing allowance in order to maintain a proper appearance and are responsible for maintaining the condition of uniforms, etc.

5. Employees shall be personally responsible to replace lost items of clothing or items destroyed or damaged by negligent action or abuse.

Section 4 - License Incentive

Any Sewer Department employee who possesses a Sewer Plant Operator's License issued by the State of New Jersey shall be entitled to one-thousand (\$1,000) dollars incentive pay. Incentive pay shall be added to the employee's base rate of pay. A copy of the license certificate shall be required to be filed with the Borough to establish eligibility for this incentive pay program.

ARTICLE IX : HOURS OF WORK AND OVERTIME

Section 1

(a) Tours of Duty - Employees shall work five (5) days in eight (8) hour per day tours for forty (40) hours a week. It is understood that nothing in this Agreement shall constitute a guarantee that the Borough shall provide any specific number of hours of work for any employee or employees.

(b) Each work hour shall be divisible into four (4) fifteen (15) minutes periods. Time paid will be calculated to the end of the fifteen (15) minute interval from actual time worked as recorded on the time card or pay voucher.

(c) Work Schedule - Employees shall work in accordance with schedules posted on a monthly basis by the Department Head.

(d) Road Department employees shall be obligated to be available for snow removal duty during storm alerts when so notified by the Borough. Sewer Department employees assigned to on-call duty on weekends must be available to report to work during such assignments. Employees shall at all times leave telephone numbers where they can be reached by the Department Head or Police

Dispatcher.

Section 2 - Overtime

(a) Overtime shall be paid to any employee, except for those covered by Subsection (f) below, when said employee is required by the Department Head to work in excess of a completed eight (8) hour tour, or on a regularly scheduled day off. Employees shall be paid compensation at the rate of one and one-half (1 1/2) times their regular hourly rate, when the hours worked in a regularly scheduled work week exceed forty (40) hours. All overtime must be approved by the Department Head.

(b) Employees required to work more than sixteen (16) consecutive hours shall be paid two (2) times their regular hourly rate for those hours worked beyond sixteen (16) hours, until the start of their next regularly scheduled shift.

(c) Overtime on Holidays

Employees required to work on any holiday listed in Article VI shall receive two (2) times their regular hourly rate in addition to their holiday pay.

(d) Minimum Overtime for Call In Pay

Except as hereinafter provided, whenever an employee is called to perform duty when he is already off duty and has left the premises, said employee shall be paid for a minimum of two (2) hours overtime. Time added to the beginning or end of a regular working shift shall not be governed by any minimum overtime contained in this Section but shall be treated as regular overtime for hours actually worked in accordance with Subsection (a) above.

(e) Employees on salary shall have their overtime rate determined by dividing the annual salary by 2080 x 1 1/2.

(f) Overtime for Police Dispatchers

1. Police Dispatchers shall be paid at one and one-half (1 1/2) times their regular hourly rate for all hours over forty hours in a regularly scheduled work week.

2. Dispatchers who are required to work more than sixteen (16) consecutive hours shall be paid at two (2) times their regular hourly rate for those hours worked beyond sixteen (16) hours until the start of their next regularly scheduled shift.

3. Dispatchers may choose to receive compensatory time-off in lieu of overtime payment at the rate of one and one-half (1 1/2) hours off for each overtime hour worked in accordance with Subsection (f.1) above, or two (2) hours off for each overtime hour worked in accordance with Subsection (f.2) above. Compensatory time off shall be scheduled with the permission of the Department Head, who shall give preference to employee choice according to seniority where practicable and where consistent with continued efficient operations. Each Dispatcher will be permitted to have an accumulation of no more than forty (40) hours of compensatory time. Any overtime hours worked subsequent to the

accumulation of forty hours compensatory time must be paid in cash at the appropriate rate.

(g) Employee Obligation

When circumstances warrant, overtime work may be required of the employee by his/her Supervisor, provided twenty-four (24) hour notification is given. Notification of less than twenty-four (24) hours may be given if an emergency or unforeseen situation arises that demands immediate attention. Overtime may be refused for reasons of health only. All overtime work must be approved by the employee's immediate supervisor. Emergency or extenuating circumstances may prevent supervisory approval of overtime prior to working overtime. Any employee falling within this scenario shall continue to work as needed but should notify his/her supervisor as soon as is reasonably possible. An employee failing to adequately justify overtime hours shall be subject to disciplinary proceedings for the unjustified hours worked.

ARTICLE X : COMPENSATION

Section 1 - Rates of Pay

The Borough will pay each employee on a bi-weekly basis, each salary check will represent payment for the hours worked in the proceeding work period, including overtime worked, if any.

An employee may accept additional work for the Borough under a different classification on a part-time or temporary basis, provided the hours worked do not interfere with the employee's normal hours of work. Work performed under a separate job classification on a part-time or temporary basis shall be compensated at the rate approved for the class title. Overtime shall be paid for all hours worked at the secondary classification. Employees will be compensated whenever possible at a rate of pay identical to their current pay in their regular position except when the wage or salary range for the class title would be surpassed, in which case the employee will be paid at the top rate in the wage or salary range for the secondary job classification. If the employee does not receive the minimum wage or salary established for the secondary classification, then the employee shall have his/her rate of pay computed based upon the starting salary in the secondary classification.

Section 2 - Base Rates of Pay

(a) Employees shall be paid in accordance with the salary step system listed in Subsection (B) for each job classification. Movement through the step system shall be automatic, based upon the employee's credited years of service with the Borough and shall occur as follows:

(1) Effective January 1st of each year of this Agreement, employees will move to the salary step listed for the employee's job classification and credited years of service with the Borough as of January 1st of that year;

(2) On the employee's anniversary date of employment the employee will move to the next salary step listed for that calendar year for the employee's job classification. All employees will receive the anniversary salary step each year of this Agreement with the exception of those employees who have reached the maximum salary step in their job classifications.

(b) Salary Step System

	<u>1989</u>	<u>1990</u>	<u>1991</u>
<u>Senior Sewer Operator & Streets Supervisor</u>			
1st Year	21,353.49	23,394.25	25,603.04
2nd Year	22,070.05	24,153.81	26,408.16
3rd Year	22,786.61	24,913.36	27,213.28
4th Year	23,503.17	25,672.91	28,018.42
5th Year	24,219.73	26,432.47	28,822.59
6th Year	24,936.29	27,191.12	29,628.66
7th Year	25,652.00	27,951.57	
8th Year	26,369.41		
9th Year			

Sewer Operator

1st Year	19,203.86	21,267.62	23,509.88
2nd Year	20,063.79	22,179.13	24,476.10
3rd Year	20,923.71	23,090.66	25,442.30
4th Year	21,783.64	24,002.17	26,408.52
5th Year	22,643.56	24,913.70	27,374.72
6th Year	23,503.49	25,825.21	28,340.94
7th Year	24,363.41	26,736.74	
8th Year	25,223.34		
9th Year			

	<u>1989</u>	<u>1990</u>	<u>1991</u>
<u>Senior Communications Operator and Equipment Operator</u>			
1st Year	16,910.82	18,836.93	20,933.20
2nd Year	17,770.69	19,748.39	21,899.45
3rd Year	18,630.56	20,659.86	22,865.60
4th Year	19,490.43	21,571.32	23,831.76
5th Year	20,350.30	22,482.79	24,797.91
6th Year	21,210.18	23,394.25	25,764.06
7th Year	22,070.05	24,305.72	
8th Year	22,929.92		
9th Year			

Communications Operator and Truck Drivers and Assistant Sewer Operators

1st Year	15,083.80	16,786.58	18,639.40
2nd Year	15,836.40	17,584.34	19,485.03
3rd Year	16,589.00	18,382.10	20,330.64
4th Year	17,341.60	19,179.85	21,176.27
5th Year	18,094.20	19,977.61	22,021.88
6th Year	18,846.80	20,775.36	22,867.51
7th Year	19,599.40	21,573.12	23,713.14
8th Year	20,352.00	22,370.88	
9th Year	21,104.60		

Building Maintenance Worker and Parking Enforcement Officer

1st Year	13,901.26	15,494.89	17,229.71
2nd Year	14,617.82	16,254.44	18,034.84
3rd Year	15,334.38	17,014.00	18,839.96
4th Year	16,050.94	17,773.55	19,645.09
5th Year	16,767.50	18,533.10	20,450.22
6th Year	17,484.06	19,292.66	21,255.34
7th Year	18,200.62	20,052.21	
8th Year	18,917.18		
9th Year			

Laborer

1st Year	12,313.81	13,835.57	15,495.59
2nd Year	13,052.42	14,618.48	16,325.49
3rd Year	13,791.02	15,401.41	17,155.39
4th Year	14,529.63	16,184.33	17,985.30
5th Year	15,268.24	16,967.26	18,815.20
6th Year	16,006.85	17,750.19	19,645.09
7th Year	16,745.46	18,533.10	
8th Year	17,484.06		
9th Year			

(c) Salary Adjustment for Promotions

1. An employees rate of pay will be adjusted upon promotion by determining the lowest salary step in the new classification that is higher than the employee's current rate of pay plus one additional step. If the lowest salary step in the new classification that is higher than the employee's current rate of pay would result in the employee receiving more than a \$1,500.00 increase, the employee will remain at that salary step.

2. If an employee receives more than a \$1,500.00 increase upon promotion, then for the purpose of movement through the step system only, as outlined in Subsection (a) (2) above, the employee's anniversary date of employment shall be changed to the effective date on which the employee received the promotion.

Section 3 - Shift Differential for Dispatchers

(a) Dispatchers will be paid the following shift differentials in addition to the base salary provided in the step system:

3:30 PM to 11:30 PM	-	15¢ per hour
4:00 PM to Midnight	-	15¢ per hour
11:30 PM to 7:30 AM	-	35¢ per hour
Midnight to 8:00 AM	-	35¢ per hour

Section 4 - Safety Equipment

1. The Borough agrees to provide florescent jackets to employees should their work environment require the use of this type of equipment.

2. The Borough agrees to provide work gloves as needed to employees. Employees must return used gloves to the Borough before replacements will be issued.

Section 5 - Meals for Overtime Work

The Borough agrees to pay a meal allowance for employees required to work more than four (4) consecutive hours of overtime or more than six (6) non-consecutive hours of overtime. The reimbursement rate shall be a maximum of \$5.00 for breakfast and \$7.50 for dinner, provided proper receipts are presented for reimbursement.

Section 6 - Longevity

Employees having completed more than six (6) years of service with the Borough shall receive one and a half (1 1/2) percent of their base salary every year thereafter while in the continuous employment of the Borough. Employees having completed more than ten (10) years of service shall receive longevity compensation at the rate of two (2%) percent of their base salary every year thereafter while in the continuous employment of the Borough. Employees having completed more than fifteen (15) years of service with the Borough shall receive two and a half (2 1/2%) percent of their base salary every year thereafter while in the continuous employment of the Borough.

ARTICLE XI : RETIREMENT

In addition to the retirement program required by State Law and Social Security, permanent employees, upon retirement, shall be entitled to receive compensation for unused sick time computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave, based upon the base salary approved in the Salary Ordinance currently in effect on the date of the employee's retirement. In no case will the payment exceed \$7,000. Retirement shall be defined as leaving of employment with the Borough in good standing upon either reaching the age of

fifty-five (55) or greater or having twenty-five (25) years or greater of service with the Borough on a full-time basis.

ARTICLE XII : TEMPORARY DISABILITY INSURANCE

All employees shall be enrolled in the State's Temporary Disability Insurance Program. In accordance with this State program, the cost shall be borne equally by employees and employer.

ARTICLE XIII : GRIEVANCE PROCEDURE, ARBITRATION, AND DISCIPLINE

A. Grievance Procedure and Arbitration

1. In the event that any difference or dispute should arise between the Borough and the Union, or its members employed by the Borough, over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the written grievance is filed within three (3) working days of its occurrence or employee and/or Union knowledge thereof, (within five [5] working days where an error in the calculation of salary payments is alleged) with the appropriate Department Head and/or Manager. A written grievance shall state the facts surrounding the filing of the grievance, the alleged contractual provision violated and the remedy sought. If a written grievance is filed personally, a receipt must be given to be valid. If a grievance is filed by mail, it must be mailed to the Borough Manager, 100 Belvidere Avenue, Washington, NJ 07882 with the postmark and signed receipt within the above stated time limits. A meeting shall then be held during normal working hours of the Borough between:

Step 1: The aggrieved employee, with or without the Steward, and the Department Head. If no agreement is reached within two (2) working days, then a meeting shall be held between:

Step 2: The aggrieved employee, the Steward and/or CWA Union Representative and the Borough Manager or his designated representative. If no agreement satisfactory to both sides has been reached within five (5) working days, then a meeting shall be held between:

Step 3: The aggrieved employee, CWA Union Representative and the Borough Manager and Council at the next regularly scheduled Council meeting. The Borough shall render its decision no later than forty-eight (48) hours from this meeting.

Step 4: Should the Union be dissatisfied with the decision of Step 3, the Union may, within five (5) days, request arbitration. The arbitrator shall be chosen in accordance with the rules of the New Jersey State Board of

Mediation. No arbitration hearing shall be scheduled sooner than twenty (20) days after the decision in Step 3. In the event the Union elects to pursue the grievance through the Department of Personnel, the arbitration shall be cancelled, the matter withdrawn from the Board of Mediation and the Union will pay whatever costs may have been incurred in processing the case.

2. The Arbitrator shall be limited to the issues present, and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish or change any wage rate.

The Arbitrator's decision shall be final and binding. The Arbitrator shall be required to render any decisions to the Department of Personnel and/or the Public Employees Relations Commission. The Arbitrator shall be required to determine initially whether he has jurisdiction to hear the dispute at issue. The Arbitrator shall hear only one case at a time, and several cases shall not be heard together.

3. It is especially understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance (a) involves the existence of alleged violation of any agreement other than the present Agreement between the parties: (b) involves issues which were discussed at negotiations but not expressly covered by the terms and conditions of this Agreement, (c) involves claims of violation of an allegedly implied or assumed obligation: (d) would require an arbitrator to rule on, consider or decide the appropriate hourly, salary or incentive rate at which an employee shall be paid, or the method by which his pay shall be determined: (e) would require an arbitrator to consider, rule on, or decide any of the following:

(a) The elements of a job assignment

(b) The level, title or other designation of any employee's job classification

(c) The right of Management to assign or reassign work

(d) Matters pertaining in any way to the establishments, administration, interpretation or application of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate

4. Any fees or administrative charges for the Arbitrator shall be borne equally by both parties. Witness fees and other expenses shall be borne by the parties respectively. In the event the Union requires the attendance of Borough employees as witnesses at arbitration hearings, the Borough agrees to release the witnesses as requested, without pay. The Union may, if it so wishes, reimburse employees for their lost time.

5. Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last answer. No grievance shall be filed or recognized on any occurrence more than ninety (90) days from the date of occurrence. Requests for extension of time limits shall not be unreasonably denied by the Borough or the Union. Whenever any act is required under this Article to be done or performed within a specified period of time, if the final day of compliance time period is a Saturday, Sunday or holiday in which action

must be taken, the time will be extended to include the next regularly scheduled work day.

6. Nothing in the procedures set forth in this Article shall be deemed to abrogate, modify or otherwise change any other part of this Agreement without the mutual consent of the parties hereto in writing.

7. The provisions of this Agreement requiring payment of any sum of money are subject to approval by the Municipal Council by Ordinance. This Agreement is further subject to appropriations being available for any of the purposes herein above mentioned, and if not available, the Borough agrees to exert its bona fide and lawful efforts to obtain such appropriations.

B. Discipline

1. As outlined in N.J.A.C. 4A:2-2, discipline shall be divided into Major Discipline or Minor Discipline.

2. Major Discipline shall be defined as listed in N.J.A.C. 4A:2-2.2. The Borough agrees to impose Major Discipline according to the rules listed in N.J.A.C. A:2-2. An employee may appeal the Borough's final decision to impose Major discipline only to the New Jersey Department of Personnel.

3. Minor Discipline shall be defined as listed in N.J.A.C. 4A:2-3.1(2). Employees receiving Minor Discipline may appeal such discipline through the Grievance Procedure, Article XIII. Grievances of this nature may not be processed beyond Step 2 of the grievance procedure.

ARTICLE XIV : LABOR-MANAGEMENT AND SAFETY COMMITTEE

A committee consisting of the Borough and the Union shall be established for the purpose of reviewing the administration of this Agreement and to resolve problems, including issues of safety and health, that may arise. Said committee will meet if so requested by either party, provided ten (10) days written notice is provided by either party. These meetings are not intended to bypass the grievance procedures or to be considered contract negotiation meetings.

ARTICLE XV : JOB ACTIONS

The Union agrees that during the life of this Agreement it will not authorize, sanction, condone, direct or participate in, nor will it advise, direct, counsel, aid or abet, or assist any employee in, any job action against the Borough. For purposes of this section "job action" shall be defined as any strike, boycott, slowdown, sick-in, sick-out or similar action.

ARTICLE XVI : SAFETY AND HEALTH

The Borough agrees to provide for the safety and health of its employees during the hours of their employment. Health and safety issues shall be brought to the attention of the Department Supervisor who shall then discuss with the Union how the expressed concerns can be dealt with, and over what time frame solutions can be implemented.

ARTICLE XVII : UNION SECURITY

A. Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly Union dues of such an employee from his pay and remit such deduction by the tenth day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. Such deductions are defined and shall be made in compliance with "Title 2 of the Revised Statutes" as amended by Chapter 345, P.L. 1981. The authorization shall remain in effect unless terminated by the employee who must give written notice of such cancellation (notice of withdrawal) to the Employer and the Union. Such termination of dues deductions shall take place as of the January 1st or July 1st next succeeding the date on which written notice of withdrawal is filed by an employee with the Employer and the Union.

B. Any employee in the bargaining unit on the implementation date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, any member who subsequently resigns from Union membership, or any temporary employee who does not join at the completion of a three (3) month period following the beginning of employment, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85 percent of the regular Union membership dues, fees and assessments as certified by the Union to the Employer.

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union.

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

If the employee is dissatisfied with the Union's decision, he may appeal to a three-member board established by the Governor.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action by the Employer under the provisions of this Article.

The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

The determination of the appropriate representation fees, those employees covered, payroll deduction provision, challenges to fair share fee assessments, time for fair share payments, and all other questions related to the Agency Shop Law and its proper interpretation shall be made in accordance with Public Law 1979, Chapter 477, and N.J.S.A. 34:13A5.4, et.al.

C. Dues deductions and agency fees for all employees covered by the terms and conditions of this Agreement, along with a list of said employees and the amounts deducted, shall be sent to:

Communications Workers of America
32 Scotch Road
Trenton, New Jersey 08628
Attention: Local Treasurer

Dues and agency fee deduction shall be remitted to the Union no later than the tenth (10) day of the succeeding month for which the deductions were made.

ARTICLE XVIII : UNION RIGHTS

A. The Borough agrees to provide space for bulletin boards, supplied by the Union, at the Borough Garage, Sewer Plant and for the Police Dispatchers.

B. A representative of the Communications Workers of America will be permitted access to Borough premises for the purposes of contract administration and grievance investigation. During working hours permission must be granted by the Borough Manager and the Department Head at the premises in question. After working hours permission need only be granted by the Department Head. Requests for Access to Premises by the Union will not be unreasonably denied by

the Borough.

ARTICLE IXX : DEFINITIONS

(a) Full-time Employees. Full time employees covered by this Agreement are all regular full time employees employed in the Borough serving in the job classifications listed in "Appendix A".

(b) Appropriate Unit. The appropriate unit is defined only as full time employees of the Road, Sewer and Building Maintenance Departments, Police Dispatchers and Parking Enforcement Officers.

(c) Accredited Representatives. The accredited representatives of its employees in said Unit is the Communications Workers of America, AFL-CIO.

(d) Employees. Wherever the term employees appear herein, it shall be defined as a full time employee of the Road, Sewer and Building Maintenance Departments and Police Dispatchers and Parking Enforcement Officers, excluding supervisors.

(e) Members of the Immediate Family. Members of the immediate family are defined as the employee's father, mother, grandmother, grandchild, other relatives residing in the household, father-in-law, mother-in-law, brother, sister, spouse, child, foster child. The employee shall furnish proof of same satisfactory to the Borough Manager.

(f) Creditable Service. Any person employed in the capacity of full time employee shall, for the purpose of determining salary benefits or compensation, including vacations, be considered to have been appointed as of the date of hiring.

(g) Steward. That representative who is selected by the Union membership and who is authorized to appear on behalf of the Union. The Union member who is authorized to appear on behalf of the Union. The Union shall, before January 15th of each year, advise the Borough of the selection of a representative.

ARTICLE XX : EMPLOYEE RESPONSIBILITIES

Section 1. - Notification of Change in Personnel Data

All employees are required to notify the Borough Manager of a change of address, telephone number, tax deduction status, dependent status or any other information normally recorded on personnel data sheets in personnel files or necessary for benefit computation or enrollment.

Section 2. - Resignation

All resignations shall be submitted in writing if at all possible. Two (2) weeks notice is considered reasonable and appropriate for an employee to provide to his or her employer. Should an employee fail to give proper notice in proper form, the Borough may terminate the employment immediately.

Section 3. - Driver's License Revocation

A Borough employee, for the first occurrence while in the Borough's employ, whose driver's License is suspended, may, at the Borough's discretion, be demoted to the title of Laborer for the period during which said employee's license is suspended, if having a valid driver's license is required in the employee's current title. During this period, the employee's pay will be determined by finding the closest lower step in the Laborer's title and then moving one step lower. The employee shall be returned to his/her former title and pay when the driver's license is reinstated. Any subsequent driver's license suspensions within a five (5) year period dating from the first suspension may be cause for suspension without pay, termination or whatever action deemed appropriate by the Borough.

ARTICLE XXI : TERM OF AGREEMENT AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1989 and shall remain in effect up to and including December 31, 1991 without any reopening date and shall not be modified in whole or in part by the parties except by an instrument in writing only executed by duly authorized representatives of both parties. This Agreement shall continue in full force and effect from year to year thereafter, unless either of the parties gives notice, in writing, at least one-hundred twenty day (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS THEREOF, The Borough and the Union have caused this Agreement to be signed by their duly authorized representatives as of this twenty-fourth day of May, 1989.

FOR THE BOROUGH OF WASHINGTON:

By:

Ronald Kaplowitz
The Honorable Ronald Kaplowitz, Mayor

Alan M. Fisher
Alan M. Fisher, Borough Manager

Attest:

Linda L. Connelly
Linda L. Connelly, RNC - Borough Clerk

FOR THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO:

Peter L. Cerenzo
Peter L. Cerenzo, President, Local 1032

Paul A. Pologruto
Paul A. Pologruto, Staff Representative, CWA Local 1032

John Loos
John Loos, CWA National Representative

David Latch
David Latch, Bargaining Committee

James Hudock
James Hudock, Bargaining Committee

APPENDIX A : JOB TITLES IN BARGAINING UNIT

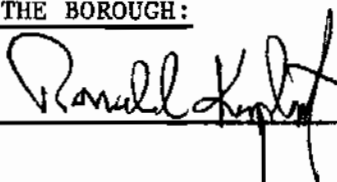
Street Supervisor
Senior Sewer Operator
Sewer Operator
Assistant Sewer Operator
Senior Communications Operator (Police Dispatcher)
Communications Operator (Police Dispatcher)
Equipment Operator
Truck Driver
Building Maintenance Worker
Parking Enforcement Officer
Laborer

MEMORANDUM OF AGREEMENT

It is understood that the change in overtime payment for Police Dispatchers referred to in Article IX, Section F, Subsection 1 was negotiated by both parties to enable Dispatcher to fill-in, if needed, for another Dispatcher on a different shift within the same twenty-four (24) hour period that the Dispatcher filling in has already worked his or her regular shift, without requiring the Borough to pay the overtime rate to the Dispatcher filling in unless said Dispatcher has fulfilled the requirements listed in Article IX, Section F, Subsection 1.

It is the intention of this Agreement to allow employees to trade shifts, however, the Borough agrees it will not prevent a dispatcher used as a fill-in in the above described situation from working all his/her regularly scheduled shifts.

FOR THE BOROUGH:



05/24/89
Date

FOR THE C.W.A.



05/24/89
Date