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**1995-1997**

**AGREEMENT**

**BETWEEN**

**COMMUNICATIONS WORKERS OF AMERICA, AFL/CIO**

**AND**

**THE BOROUGH OF WASHINGTON, WARREN COUNTY, NEW JERSEY**

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## AGREEMENT

### PREAMBLE

This Agreement, made and entered into in Washington, New Jersey, this day of \_\_\_\_\_, 1995, 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" represents the complete and final understanding on all bargaining issues which were or could have been the subject of bargaining between the Borough and the Union.

### WITNESSETH

Whereas, the Borough and the Communications Workers of America, AFL-CIO, recognize and declare that providing quality workmanship and services to the residents of the Borough of Washington is their mutual aim; and

Whereas, the Communications Workers of America, AFL-CIO, represents the employees in the Job Classifications, listed in "Appendix A"; 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 or applications shall not be deemed valid except to the extent permitted by Law, but all other provisions or application shall continue in full force and effect.

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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. "Employees" for purposes of this Agreement shall be defined as all full-time employees and part-time employees regularly scheduled to work twenty (20) hours or more per week. Excluded from this agreement are all managerial executives, professional employees, confidential employees, police and supervisory employees within the meaning of the Act.

**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 or to refrain from doing so. There shall be no discrimination by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities of such employees on behalf of the Union. The Union, its members and agents shall not discriminate against any employees covered under this Agreement who are not members of the Union.

2. One (1) elected representative of the Union shall be permitted time off to attend 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. Two elected representatives shall be permitted time off to attend contract negotiation sessions or shall be paid at half pay to attend these sessions during non-working hours.

3. An employee shall have the right to inspect his or her personnel file by giving forty-eight (48) hours (two working days') notice, in writing, to his or her Department Head. Inspections and copying of material may take place during normal working hours which are Monday through Friday, 9:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m., excluding holidays. The employee may inspect his/her personnel file and copy material only during their non-working hours. Costs for copying shall be in accordance with Chapter 39 of the Code of the Borough of Washington. The employee shall have the right

to prepare a written statement for submission into his or her file to rebut or clarify information prepared and placed in the file by the employer.

## **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 VI of this Agreement. Tenured employees shall be entitled to due process under applicable State statutes;
- (c) Determine the amount of overtime to be worked;
- (d) To relieve the employees from duty because of lack of work or other legitimate reasons upon proper notice and in accordance with rights the employees may enjoy under this Agreement or the New Jersey Administrative Code;
- (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 tools, equipment, methods, schedules, work, together with 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 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 the furtherance thereof, and the use of judgment 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 N.J.R.S. Title 11A, 40 & 40A or any other National, State, County or Local laws or Ordinances.

**ARTICLE VI : 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 ten (10) working days of the event giving rise to the grievance (or within fifteen (15) 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 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 C.W.A. 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, C.W.A. 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 canceled, 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 the 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

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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 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 establishment's 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 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. 4A:2-2. An employee may appeal the Borough's final decision to impose Major Discipline only to the New Jersey Department of Personnel, with the exception of tenured employees who shall be entitled to due process protections under applicable State statutes.



3. Minor discipline shall be defined as listed in N.J.A.C. 4:2-3.1(2). Classified employees receiving Minor Discipline may appeal such discipline through the Grievance Procedure, Article VI but not beyond Step 2 of these procedures. Unclassified employees receiving Minor Discipline of less than four days may appeal such discipline through the Grievance Procedure, Article VI but not beyond Step 3 of these procedures. Only suspensions of four (4) or five (5) days or fines equal to four (4) or five (5) days pay for all employees may be arbitrated in accordance with Step 4 of these grievance procedures.

4. All discipline shall be for good and just cause and shall be progressive in nature and corrective in intent. Discipline for this purpose means any penalty greater than an oral reprimand. Nothing shall prevent the Borough from denying tenure to unclassified employees in accordance with State law.

### **ARTICLE VII : 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. These meetings are not intended to bypass the grievance procedures or to be considered contract negotiation meetings.

### **ARTICLE VIII : SAFETY AND HEALTH**

#### **Section 1 - Employer Obligation**

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.

#### **Section 2 - Safety Equipment**

1. The Borough agrees to provide fluorescent 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.

### **ARTICLE IX : TRAINING**

The Borough has the responsibility to see that the employees are trained to perform the work required of them. Employee's skills shall be reviewed to assure compliance with the requirements of department and Borough procedures. The Borough shall periodically conduct safety seminars and will provide funds for attending training conferences and special schools for its employees where a need exists.

**ARTICLE X : 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, defend and hold the Borough harmless against any and all claims, demands and suits or other forms of liability that shall arise out of, or by reason of Action taken by the Borough in reliance upon the Union in supplying to it information concerning the names of the employees and the amount of dues to be deducted.

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

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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 to 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  
900 Brunswick Avenue  
Trenton, NJ 08638  
Attention: Local Treasurer

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

**ARTICLE XI : UNION RIGHTS**

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

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 of Access to Premises by the Union will not be unreasonably denied by the Borough.

**ARTICLE XII : DEFINITIONS**

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

(b) Administrative/Clerical Employees. Employees generally working in an office type environment with a normal work week consisting of 35 hours per week and including the following job titles: Account Clerk, Administrative Clerk, Deputy Municipal Court Administrator, Deputy Tax Collector, Library Assistant, Municipal Clerk, Municipal Court Administrator, Supervising Library Assistant, Tax Collector, and Tax Collector/Treasurer.

(c) 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.

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(d) Members of the Immediate Family. Members of the immediate family are defined as the employee's father, mother, grandmother, grandfather, 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.

(e) Public Works Employee. Employees generally working in an outside environment with a normal work week consisting of 40 hours per week and including the following job titles: Assistant Sewage Plant Operator, Building Maintenance Worker, Equipment Operator, Laborer, Parking Enforcement Officer, Principal Clerk Typist (Police Department only), Senior Sewage Plant Operator, Sewage Plant Operator, Supervisor of Streets, and Truck Driver.

(f) 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 XIII : 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 public works 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 of suspension without pay, termination or whatever action deemed appropriate by the Borough.

Section 4 - Surrendering of Borough Property

The union agrees to inform the Borough's employees of their responsibility to return the Borough's property when their employment with the Borough ceases. The Borough may withhold any benefits contained in this agreement, other than base pay and overtime benefits, until such time as a proper accounting of the items of personal property is rendered to the Borough. Items of personal property of concern to the Borough would include, but would not be limited to the following: keys, pagers, records, files and documents. Items of no interest to the Borough would be articles of clothing which have been used. The Borough reserves the right to utilize every means available to it under the law to recover items of personal property belonging to the Borough and nothing in this section shall be viewed to restrict or modify these rights.

Section 5 - Outside Employment

All employees covered by this agreement may participate in employment outside of the job held with the Borough provided that said employment does not adversely affect the employee's performance or availability to work in call-out situations when the job position requires availability for call-out and provided that said employment is not inconsistent with state law, administrative code, policies or procedures.

**ARTICLE XIV : VACATIONS, HOLIDAYS AND PERSONAL DAYS**

Section 1: Vacations

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 thirteen (13) working days of 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 or before the 31st day of December of any years 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 or before the 31st day of December of any years shall be granted twenty-five (25) working days vacation, commencing in the twenty-first (21st) year. Vacation benefits for part-time employees shall be prorated.

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 parts thereof are not taken and subsequently lost. The schedule of vacations shall be at the sole discretion of the Department Head.

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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.

7. Employees on vacation shall not be subject to call in for work unless the vacation was approved with this condition. The Department Head shall inform the employee of this condition in writing prior to the approval of the vacation.

8. Employees who have completed one year of service on or before the first of January of any given year shall have the full amount of vacation time expected to be earned during the year credited to the employee for use during the calendar year. In the event an employee utilizes all or a portion of his or her vacation leave in excess of what the employee has actually earned and the employee leaves the employ of the Borough or is granted a leave of absence without pay, then the employee shall be liable for repayment of those days actually used but not earned. The Borough shall deduct whatever amount owed from the employee's last paycheck or from whatever amount owed by the Borough to the employee. In determining the liability for vacation time, the Borough will utilize the criteria in Part 17-21 of the Department of Personnel Manual for Local Jurisdictions.

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	Veterans Day
Washington's Birthday	Thanksgiving
Good Friday	Day after Thanksgiving
Memorial day	Christmas Day
Independence Day	

2. Employees shall be eligible for holiday pay, provided that he/she is on the job and available for work his/her 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 the 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.

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(Continued)

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.

Section 3: Personal Leave

1. Employees shall receive one (1) paid personal leave day per year. No such leave days shall be taken for less than one-half day. Half days may be taken providing it is mutually agreed by the employee and the Department Head. Personal leave shall be non-cumulative and any leave not taken by the end of the calendar year shall be lost. Employees eligible for this leave with less than one years service shall be entitled to a proration of this benefit based upon the number of months of service in the calendar year.

2. Requests for personal leave must be given the Department Head with at least twenty-four (24) hours notice, except for emergencies. Requests for personal leave shall not be unreasonably denied.

**ARTICLE XV : 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.

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(Continued)

(b) Funeral Leave

Employees shall be entitled to three (3) days leave with pay at his or her regular rate of pay in the event of death of a member of the employee's immediate family as defined herein. 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 for public works employees and not more than seven (7) hours per day of twenty-four (24) hours for any period will be paid under provision of this section for administrative/clerical employees.

When circumstances warrant the Borough Manager, in the case of employees under his or her jurisdiction, and the Library Director, in the case of employees under his or her jurisdiction, may grant extensions to the funeral leave benefit provided above in cases involving travel outside the immediate area and for cases involving extremely close relatives such as a spouse, child or parent. Extensions of one or two days may be granted and would be assessed, at the employee's discretion, against either vacation or sick time. The decision by the Borough Manager or Library Director to grant or deny an extension under the terms of this section is not subject to the grievance procedures contained herein.

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. In case of death in the immediate family, reasonable proof shall be required. All leave benefits contained in this section shall be taken within thirty (30) days of the funeral date.

(c) Sick Leave

Sick leave means the absence of an employee 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 may also be used for medical and dental appointments of a non-routine nature where scheduling is not at the option of the patient; appointments are not possible outside the normal working hours of the employee; and treatment is of an urgent nature.

Sick leave shall accrue to 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. Sick leave benefits for part-time employees shall be prorated.

An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness:

1. A) A public works employee who has been absent on sick leave for periods totaling fifteen (15) days in one calendar year consisting of periods of less than four (4) 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



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(Continued)

less in which case only one certificate shall be necessary for a period of six (6) months.

B) An administrative/clerical employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than four (4) days, shall submit acceptable medical evidence for additional sick leave in that year, unless such illness is of chronic or recurring nature requiring recurring 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 to 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.

Employees who have completed one year of service on or before the first of January of any given year shall have the full amount of sick leave expected to be earned during the year credited to the employee for use during the calendar year. In the event an employee utilizes all or a portion of his or her sick leave in excess of what the employee has actually earned and the employee leaves the employ of the Borough or is granted a leave of absence without pay, then the employee shall be liable for repayment of those days actually used but not earned. The Borough shall deduct whatever amount owed from the employee's last paycheck or from whatever amount owed by the Borough to the employee. In determining the liability for sick leave, the Borough will utilize the criteria in Part 17-21 of the Department of Personnel Manual for Local Jurisdictions.

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(Continued)

(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 receive 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 for public works employees. Benefits are limited to a nine (9) month period from the initial date of the injury or illness for administrative/clerical employees.

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 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 illnesses may be traced to a specific work-related accident or occurrence which traumatized the employee thereby creating the illness, and the claim 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.

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(Continued)

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 employee 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) Sick Leave Pregnancy Disability

1. An employee who requests leave without pay for reasons of disability due to pregnancy shall be granted leave under the same terms and conditions as sick leave or leave without pay. The appointing authority may request acceptable medical evidence that the employee is unable to perform her work because of disability due to pregnancy.

2. An employee may use accrued leave time (for example: sick, vacation) for pregnancy-disability purposes but shall not be required to exhaust accrued leave before taking a leave without pay. However, the employee must exhaust all accrued sick leave to be eligible for New Jersey Temporary Disability Insurance.

(g) Jury Duty Leave

1. In accordance with N.J.S.A. 2A:69-5, any employee who is summoned for service as a grand juror or petit juror in any court of this State or in the United States District Court for New Jersey shall be excused from his or her employment on all days he or she is required to be present in court in response to the summons for jury service. Any full-time employee shall be entitled to receive from the Borough his or her usual

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(Continued)

compensation for each day he or she is excused for jury service. Employees summoned for service 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 keep any expense allowance paid by the State, County or Federal court for travel or wages. An employee need not report to work upon temporary or permanent release from jury duty obligation if the employee would be available to work less than one hour before the end of his or her normal working hours.

**ARTICLE XVI : OTHER BENEFITS**

**Section 1 - Legal Expenses**

Employees shall be eligible for reimbursement for legal expenses as per Chapter 13 of the Washington Code in effect as of the date of this Agreement (see Appendix B). It is understood that any changes to Chapter 13 of the Code during the life of this Agreement shall not be applicable to employees covered by this Agreement unless agreed to in writing by both parties to this Agreement.

**Section 2 - Medical Expenses**

(a) **Inoculation**

1) 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.

2) The Borough will reimburse its public works employees for any out of pocket expenses not covered or reimbursed by the Borough provided medical insurance for allergy inoculations for poisonous vegetation.

(b) **Hospital, Surgical & Major Medical**

The Borough agrees to provide Blue Cross/Blue Shield hospitalization and medical coverage at the level of coverage currently available through the State and Major 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 three hundred & fifty dollars (\$350.00) per year for employees with dependents and one hundred seventy-five dollars (\$175.00) 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. Employees must have completed more than six (6) months of service with the Borough to be eligible for this benefit.

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(Continued)

(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) Travel Reimbursement

Mileage shall be paid at the rate of \$ .25 per mile, if the Department Head determines such transportation is necessary and does not provide transportation. Such mileage shall be computed from the Borough's Municipal Building and returning to same.

Said reimbursement compensates the employee for gas, oil, vehicle depreciation, insurance and all other expenses related to the ownership and operation of the employee's motor vehicle and shall constitute the Borough's total contribution.

Employees shall be responsible for notifying their insurance companies that their vehicle or vehicles are used for business purposes.

All employees requesting reimbursement shall be required to submit their request on a form provided by the Borough. Costs such as tolls, parking meters, etc. shall be added if actual expenses occur.

(b) Clothing Allowance

1. 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
Principal Clerk-Typist (Police Dept.)	\$200.00

2. The above allowance shall be released in the amount of 1/2 of the allowance by March 31st and the remaining half by October 1st.

3. New employees shall be eligible for the clothing allowance upon completion of three (3) months service with the Borough.

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.

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(Continued)

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

(c) Meal Reimbursement

Meals shall be paid for by the Borough at the rate of \$5.00 for breakfast; \$7:00 for lunch; and \$10.00 for dinner, when approved by the Borough Manager in connection with official business, provided proper receipts are presented for reimbursement.

Public Works employees who work eight hours clearing snow in the business district shall be entitled to reimbursement for a breakfast at the conclusion of the shift.

Section 4 - License Incentive

Any Sewer Department employee who possesses the following licenses issued by the State of New Jersey shall receive the following incentive pay. The incentive pay shall be added to the employee's base salary. A copy of the license certificate shall be required to be filed with the Borough to establish eligibility for this incentive pay program.

S-1 License -	\$1,000.00
S-2 License -	\$1,200.00
S-3 License -	\$1,400.00
S-4 License -	\$1,600.00
C-1 License -	\$100.00
C-2 License -	\$150.00
C-3 License -	\$200.00
C-4 License -	\$250.00

Section 5 - Employees Assistance Program

The Borough agrees to participate in the Employee Assistance Program administered by the New Jersey Department of Personnel.

Section 6 - Deferred Compensation Plan

If the Borough establishes a deferred compensation plan, all employees covered by this agreement shall be eligible to participate on a voluntary basis.

Section 7 - Educational Reimbursement

An employee shall be eligible for tuition assistance for college credits in courses approved by the Borough Manager or Library Director, in the case of Library employees, when, in the exclusive judgment of these individuals, these courses will have a practical value to the work likely to be performed by the employee for the Borough either at the present time or in the future. Reimbursement shall be 100% for a grade of "A" or better; 75% for a grade of "B" or better; and 50% for a grade of "C" or better. The decision of the Borough Manager or Library Director shall not be subject to the grievance procedures contained herein and shall be final. The maximum reimbursement shall not exceed the

amount charged at Warren County Community College for college credits.

### **ARTICLE XVII : 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 \$8,000. 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 XVIII : 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 XIX : LONGEVITY**

Employees shall be eligible to receive longevity benefits at the rate of two and one-half percent (2.5%) of their base salary commencing one year after placement on the top step within their job title provided they have completed more than five (5) years of service in the continuous employ of the Borough of Washington. Employees having completed more than ten (10) years of service shall receive longevity compensation at the rate of three percent (3%) 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 three and a half (3.5%) percent of their base salary every year thereafter while in the continuous employment of the Borough. Longevity shall not be paid to any administrative/clerical employee on approved leave of absence for a period of six (6) month or more. Longevity shall be paid in the last pay period of the fiscal year. Once an employee qualifies for longevity benefits, he or she shall continue to receive this benefit without regard to any promotion received in future years where the employee may be placed on a step below the maximum for the wage range of the promotional title.

### **ARTICLE XX : HOURS OF WORK**

#### **Section 1 - Hours of Work**

(a) Public works employees shall work five (5) days, eight (8) hour per day for a total of forty (40) hours a week. Administrative/clerical staff shall work five (5) days, seven hours each day for a total of thirty-five (35) 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.

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(Continued)

(b) Each work hour shall be divisible into four (4) fifteen (15) minute 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

1) Public works employees shall work in accordance with schedules posted on a monthly basis by the Department Head. Work schedules may be changed as necessary for work such as line painting, street sweeping, road surfacing and sewer line flushing; and the Borough may, with at least twelve (12) hours notice, change the work schedule for clearance of snow in the business district. Employees who were plowing snow on an emergency basis must be off duty for at least twelve (12) hours before being required to report for duty on other than their normal work schedule. It is understood by both parties that the above language does not encompass snow plowing, road salting, or other emergency situations. It is understood that employees who work an alternate shift will not be eligible for overtime payment unless the hours worked exceed forty (40) hours in a week or eight (8) hours in a day.

2) Starting, finishing, break and lunch times for administrative/clerical employees will be established within each department by the department head with the approval of the Borough Manager and work schedules shall be posted within the department. An individual employee's starting, finishing, break and lunch hours may be changed or modified upon mutual agreement reached between the employee, department head or Borough Manager.

(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 radio dispatcher.

Section 2 - Clean-up Time

A. Administrative/clerical employees will be given a reasonable amount of time prior to the ending of the work day to tidy desks and generally clean themselves before finishing time. The department head shall be responsible for seeing that this policy is not abused and may limit the time allotted for clean-up for employees under his or her supervision.

B. Public works employees shall be given fifteen (15) minutes prior to the end of the working day to replace tools, clean up vehicles, and to generally clean themselves before finishing time.

Section 3 - Break Time and Meal Time

(a) Public Works employees called in to work in emergency situations shall receive a paid fifteen (15) minute break for every four hours worked to be scheduled not later than at the end of the four-hour period. Meal times on emergency work shall be scheduled at the Supervisor's discretion.



(b) All Public Works employees on their regular shift or any alternate shifts, as described in Section 1(c) above shall receive a paid fifteen (15) minute break during the first four hours of the shift and a forty-five (45) minute lunch break, fifteen (15) minutes of which shall be paid break time. The lunch break shall be scheduled at a time acceptable to the Supervisor and agreeable to the majority of the employees in the department.

(c) All Administrative/Clerical employees shall receive a fifteen (15) minute break during the four hour afternoon shift which shall be taken away from the employee's normal work station, if practical.

### **ARTICLE XXI : OVERTIME**

#### **(a)When Applicable**

1) Overtime shall be paid to public works employees when said employee is required by the Department Head to work outside the scheduled eight (8) hour work schedule, 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, which is obtained by dividing their salary base rate of pay by 2080 hours, when the hours worked in a regularly scheduled work week exceed forty (40) hours. All overtime must be approved by the Department Head. Public works 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.

2) Overtime shall be paid to administrative/clerical employees when said employee is required to work outside the regularly scheduled thirty-five (35) hour work week schedule or on a regularly scheduled day off. Employees shall be paid compensation or credited with compensatory time off in lieu of pay at their regular hourly rate for the first five (5) hours of overtime in a work week and at the rate of one and one-half (1 1/2) times their regular hourly rate for overtime beyond the first five (5) hours in a work week. The regular hourly rate shall be obtained by dividing annual compensation by 1820 hours. Paid compensation for overtime work shall be provided unless the employee chooses to be credited with compensatory time off in lieu of pay. No employee shall accumulate more than 120 compensatory time off hours.

#### **(b) Overtime on Holidays**

An employee who actually worked on the day when one of the holidays listed in Article XIV is observed by the Borough except as provided below shall be entitled to premium pay computed at two (2) times the 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 for public works employees and 1820 for administrative/clerical employees. On New Year's Day, Independence Day and Christmas Day, an employee actually working on the day of the holiday and not on the day it is observed by the Borough, shall be entitled to the premium pay as computed above. Paid compensation for overtime work shall be provided to all public works employees. Administrative/clerical employees may choose to be credited with compensatory time off in lieu of pay. Overtime pay or compensatory time off shall not be pyramided.

(c) 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 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.

(d) 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.

(e) Equalization of Overtime Opportunity

The Borough agrees to provide equal opportunity for overtime work to all employees by the establishment of fair procedures to assure compliance with this obligation. The Borough, however, reserves the right to deviate from its established procedures when circumstances require specific skills, abilities, training, etc. in order to accomplish the required task.

(f) Payment of Compensatory Time Upon Death

In the event of an employee's death while in the employ of the Borough, the amount of compensatory time earned but unused shall be paid to the estate of the deceased at the established rate of pay at the time of the employee's death.

(g) 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, \$7.00 for lunch and \$10.00 for dinner, provided proper receipts are presented for reimbursement.

**ARTICLE XXII : 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 preceding work period, including

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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 secondary job 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 Section 3 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.

Section 3 - Salary Step System

	<u>1995</u>	<u>1996</u>	<u>1997</u>
<b><u>PUBLIC WORKS EMPLOYEES</u></b>			
<b><u>Senior Sewer Operator &amp; Streets Supervisor</u></b>			
1st Year	30,676.00	31,826.00	33,099.00
2nd Year	31,365.00	32,541.00	33,842.00
3rd Year	32,054.00	33,256.00	34,585.00
4th Year	32,743.00	33,971.00	35,328.00
5th Year	33,432.00	34,686.00	36,071.00
6th Year	34,121.00	35,401.00	36,814.00
7th Year	34,810.00	36,116.00	37,557.00
8th Year	35,499.00	36,830.00	38,303.00

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Sewage Plant Operator

1st Year	28,168.00	29,224.00	30,393.00
2nd Year	28,995.00	30,082.00	31,285.00
3rd Year	29,822.00	30,940.00	32,177.00
4th Year	30,649.00	31,798.00	33,069.00
5th Year	31,476.00	32,656.00	33,961.00
6th Year	32,303.00	33,514.00	34,853.00
7th Year	33,130.00	34,372.00	35,745.00
8th Year	33,956.00	35,229.00	36,639.00

Equipment Operator & Principal Clerk Typist

1st Year	25,081.00	26,022.00	27,062.00
2nd Year	25,908.00	26,880.00	27,954.00
3rd Year	26,735.00	27,738.00	28,846.00
4th Year	27,562.00	28,596.00	29,738.00
5th Year	28,389.00	29,454.00	30,630.00
6th Year	29,216.00	30,312.00	31,522.00
7th Year	30,043.00	31,170.00	32,414.00
8th Year	30,869.00	32,027.00	33,308.00

Truck Driver & Assistant Sewage Plant Operator

1st Year	22,333.00	23,170.00	24,097.00
2nd Year	23,201.00	24,071.00	25,034.00
3rd Year	24,069.00	24,972.00	25,971.00
4th Year	24,937.00	25,873.00	26,908.00
5th Year	25,805.00	26,774.00	27,845.00
6th Year	26,673.00	27,675.00	28,782.00
7th Year	27,541.00	28,576.00	29,719.00
8th Year	28,412.00	29,477.00	30,657.00

Building Maintenance Worker & Parking Enforcement Officer

1st Year	20,644.00	21,418.00	22,275.00
2nd Year	21,333.00	22,133.00	23,018.00
3rd Year	22,022.00	22,848.00	23,761.00
4th Year	22,711.00	23,563.00	24,504.00
5th Year	23,400.00	24,278.00	25,247.00
6th Year	24,089.00	24,993.00	25,990.00
7th Year	24,778.00	25,708.00	26,733.00
8th Year	25,467.00	26,422.00	27,479.00

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(Continued)

Laborer

1st Year	18,566.00	19,262.00	20,033.00
2nd Year	19,276.00	19,999.00	20,799.00
3rd Year	19,986.00	20,736.00	21,565.00
4th Year	20,696.00	21,473.00	22,331.00
5th Year	21,406.00	22,210.00	23,097.00
6th Year	22,116.00	22,947.00	23,863.00
7th Year	22,826.00	23,684.00	24,629.00
8th Year	23,538.00	24,421.00	25,398.00

**ADMINISTRATIVE/CLERICAL EMPLOYEES**

Tax Collector/Treasurer

1st Year	32,275.00	33,485.00	34,825.00
2nd Year	33,704.00	34,967.00	36,366.00
3rd Year	35,133.00	36,449.00	37,907.00
4th Year	36,562.00	37,931.00	39,448.00
5th Year	37,991.00	39,413.00	40,989.00
6th Year	39,420.00	40,895.00	42,530.00
7th Year	40,849.00	42,377.00	44,071.00
8th Year	42,275.00	43,860.00	45,615.00

Municipal Clerk

1st Year	25,513.00	26,470.00	27,529.00
2nd Year	26,960.00	27,972.00	29,091.00
3rd Year	28,407.00	29,474.00	30,653.00
4th Year	29,854.00	30,976.00	32,215.00
5th Year	31,301.00	32,478.00	33,777.00
6th Year	32,748.00	33,980.00	35,339.00
7th Year	34,195.00	35,482.00	36,901.00
8th Year	35,645.00	36,982.00	38,461.00

**Administrative Clerk, Municipal Court Administrator & Tax Collector**

1st Year	23,288.00	24,161.00	25,128.00
2nd Year	24,898.00	25,832.00	26,865.00
3rd Year	26,508.00	27,503.00	28,602.00
4th Year	28,118.00	29,174.00	30,339.00
5th Year	29,728.00	30,845.00	32,076.00
6th Year	31,338.00	32,516.00	33,813.00
7th Year	32,948.00	34,187.00	35,550.00
8th Year	34,559.00	35,855.00	37,289.00

C.W.A. Contract  
(Continued)

Deputy Tax Collector

1st Year	19,924.00	20,671.00	21,498.00
2nd Year	21,284.00	22,082.00	22,965.00
3rd Year	22,644.00	23,493.00	24,432.00
4th Year	24,004.00	24,904.00	25,899.00
5th Year	25,364.00	26,315.00	27,366.00
6th Year	26,724.00	27,726.00	28,833.00
7th Year	28,084.00	29,137.00	30,300.00
8th Year	29,441.00	30,545.00	31,767.00

Supervising Library Assistant

1st Year	17,595.00	18,255.00	18,985.00
2nd Year	18,704.00	19,406.00	20,182.00
3rd Year	19,813.00	20,557.00	21,379.00
4th Year	20,922.00	21,708.00	22,576.00
5th Year	22,031.00	22,859.00	23,773.00
6th Year	23,140.00	24,010.00	24,970.00
7th Year	24,249.00	25,161.00	26,167.00
8th Year	25,358.00	26,309.00	27,361.00

Deputy Municipal Court Administrator & Account Clerk

1st Year	16,560.00	17,181.00	17,685.00
2nd Year	17,669.00	18,332.00	19,065.00
3rd Year	18,778.00	19,483.00	20,262.00
4th Year	19,887.00	20,634.00	21,459.00
5th Year	20,996.00	21,785.00	22,656.00
6th Year	22,105.00	22,936.00	23,853.00
7th Year	23,214.00	24,087.00	25,050.00
8th Year	24,323.00	25,235.00	26,245.00

Library Assistant

1st Year	14,283.00	14,819.00	15,411.00
2nd Year	15,244.00	15,816.00	16,448.00
3rd Year	16,205.00	16,813.00	17,485.00
4th Year	17,166.00	17,810.00	18,522.00
5th Year	18,127.00	18,807.00	19,559.00
6th Year	19,088.00	19,804.00	20,596.00
7th Year	20,049.00	20,801.00	21,633.00
8th Year	21,011.00	21,799.00	22,671.00

Section 4 - Salary Adjustment for Promotions

1. An employee's 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

C.W.A. Contract  
(Continued)

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 (2) (a) above, the employee's anniversary date of employment shall be changed to the effective date on which the employee received the promotion.

**ARTICLE XXIII : JOB ACTIONS**

A. 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.

B. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned or support any such action by any other employee or group of employees of the Borough and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

C. In the event of job actions as described above, it is agreed that participation in any such activity by any employee covered under this agreement shall entitle the Borough to take any disciplinary action up to and including termination of such employees. Such discipline shall be appealable under Article XIII of the contract and New Jersey Department of Personnel regulations.

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

**ARTICLE XXIV : TERM OF AGREEMENT AND RENEWAL**

This Agreement shall be in full force and effect as of January 1, 1995 and shall remain in effect up to and including December 31, 1997 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 (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. It is the intention of the parties that members of the Union shall retain such benefits or conditions of employment as specifically provided for in this agreement and these benefits and conditions of employment shall continue until such time as either amended or superseded by a new contract with the employee group covered by this agreement.

C.W.A. Contract  
(Continued)

IN WITNESS THEREOF, The Borough and the Union have caused this Agreement to be signed by their duly authorized representatives as of this 19 day of December, 1995.

FOR THE BOROUGH OF WASHINGTON:

By: Karen E. Tucker  
The Honorable Karen E. Tucker, Mayor

Alan M. Fisher  
Alan M. Fisher, Borough Manager

Attest: Linda L. Hendershot  
Linda L. Hendershot, R.M.C., Borough Clerk

FOR THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO:

Paul A. Pologruto  
Paul A. Pologruto, Staff Representative,  
C.W.A. Local #1032

Walter P. ...  
C.W.A. National Representative

Donald Henry  
Donald Henry, Bargaining Committee

Kay Stasyshan  
Kay Stasyshan, Bargaining Committee



**APPENDIX A : JOB TITLES IN BARGAINING UNIT**

Account Clerk  
Administrative Clerk  
Assistant Sewage Plant Operator  
Building Maintenance Worker  
Deputy Municipal Court Administrator  
Deputy Tax Collector  
Equipment Operator  
Laborer  
Library Assistant  
Municipal Clerk  
Municipal Court Administrator  
Parking Enforcement Officer  
Principal Clerk Typist (Police Department only)  
Senior Sewage Plant Operator  
Sewage Plant Operator  
Supervising Library Assistant  
Supervisor, Streets  
Tax Collector  
Tax Collector/Treasurer  
Truck Driver

**APPENDIX B**

**OFFICERS AND EMPLOYEES**

**Chapter 13**

**ARTICLE I**

**Indemnification**

[Adopted 9-16-86 as Ord. No. 18-86]

**Subsection 13-1. Definitions**

For the purposes of this Article, unless the context clearly indicates a different meaning, the following words and phrases shall have the meanings set forth:

**INSURANCE** -- Coverage afforded by insurance policies of every kind, whether the premiums are paid by the borough, the municipal official or someone on his behalf.

**MUNICIPAL OFFICIAL** -- Any officer, employee, board member or committee member appointed or hired by the Mayor or Borough Council of the Borough of Washington whether full-time or part-time. The term shall also include any person elected by the voters of the Borough of Washington to fill any official position in the borough or any person subsequently appointed to fill such position.

**Subsection 13-2. Reimbursement of expenses; exceptions.**

A. Subject to the provisions of this Article, the Borough of Washington shall reimburse a municipal official for all expenses incurred, specifically including reasonable attorney fees and court costs, and all monetary judgments, excluding punitive damages, imposed upon him in any action or legal proceeding of a noncriminal nature arising out of or incidental to the performance of the duties of the position or office held by such municipal official.

B. Exceptions. The Borough shall not be obligated to provide reimbursement in the following instances:

(1) Where the legal proceeding is instigated or brought by the municipal official.

(2) Where the legal proceeding involves a claim of misfeasances or malfeasance in office, or a claim of fraud, theft or misappropriation of public funds, and the municipal official is found liable for the charge.

(3) Where the legal proceeding is instigated or brought by the Borough of Washington against the municipal official.

(4) Where the legal proceeding involves a question concerning the election laws.

C.W.A. Contract  
(Continued)

Subsection 13-3. Amount of Reimbursement.

The amount the Borough is obliged to reimburse the municipal official shall be reduced by any insurance coverage payable to the municipal official by the net amount (recovery less attorney fees, disbursements and court costs) of any money received by the municipal official in any counteraction against the person or persons bringing the action against him.

Subsection 13-4. Cooperation with Borough.

A municipal official shall not be entitled to indemnification or reimbursement pursuant to this Article unless, within ten (10) calendar days of the time he is served with any summons, complaint, process, notice, demand or pleading, he delivers the original or a copy thereof to the Municipal Attorney. The Municipal Attorney shall be obliged to cooperate with the Borough in the conduct of the municipal official's defense. Whenever competent and disinterested legal counsel is available to the Borough through any insurance coverage, the municipal official shall be obliged to be represented by such counsel. If the Borough wishes to use the Municipal Attorney or the attorney for any board or committee of the Borough to defend the action, the municipal shall be obliged to be represented by that attorney unless there is a conflict of interest. The refusal of the municipal official to cooperate with the Borough shall terminate the Borough's obligation to reimburse the municipal official.

Subsection 13-5. Settlements.

If the legal proceeding is terminated by an agreement amongst the parties, then the Borough shall not be obligated to reimburse the municipal official unless the Borough approves the settlement agreement.

Subsection 13-6. Counter actions.

If the municipal official files a counteraction in the legal proceedings, the Borough shall not be obliged to reimburse him for any attorney fees or court costs attributable to such counteraction.

Subsection 13-7. Payments.

The Borough may reimburse a municipal official for a portion of expenses incurred prior to a final decision in a legal proceeding, but the Borough shall be entitled to wait for a final determination before being obligated to make any payments.

Subsection 13-8. Members of Borough Police Department.

To the extent that N.J.S.A. 40A:14-155 provides broader indemnification to members of the Borough of Washington's Police Department, that statute shall supersede this Article.



## BOROUGH OF WASHINGTON

100 BELVIDERE AVENUE • WASHINGTON, NEW JERSEY 07882-1426

PHONE: (908) 689-3600

FAX: (908) 689-8463

*A Council-Manager Community*

December 1, 1995

Paul A. Pologruto  
Local Representative  
C.W.A. Local #1032  
900 Brunswick Avenue  
Trenton, New Jersey 08638

RE: Letter of Understanding

Dear Paul:

The following letter is designed to be part of the labor union contract negotiated between the Borough of Washington and C.W.A. Local #1032 for the years 1995, 1996 & 1997 and shall be attached thereto. This letter addresses the special one time on time pay incentive provisions and the procedures for implementing the new step system for the administrative/clerical employees and the expanded step system for the public works employees. It also addresses the changes to the longevity program. It is the intention that this letter will be removed from the agreement upon the successful negotiations of a successor agreement.

### **INCENTIVE PAY**

All employees who achieve a 95% on time rating from June 1, 1995 to May 31, 1996 shall receive, on or about July 1, 1996, a one time cash incentive of \$100.00 per employee. In order for an employee to be disqualified from receiving this incentive, the Borough is require to have documented more than 5% lateness for reporting to work or reporting back from break times. Work days affected by serious inclement weather conditions shall not be counted in determining qualification for this incentive program.

### **LONGEVITY**

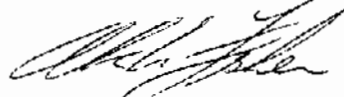
All employees who were in the employ of the Borough of Washington prior to January 1, 1992 shall continue to receive longevity benefits in accordance with the labor agreement in effect in 1992 for public works employees or in accordance with the labor contract entered into in 1994 for administrative/clerical employees until such time as they shall qualify for a greater benefit under the terms of the successor agreement. All employees hired on or after January 1, 1992 shall receive longevity benefits in accordance with the terms and conditions in 1995-1997 Agreement.

***STEP SYSTEM***

Effective January 1, 1995 all employees shall be placed onto the step in the 1995 range for their job title which is higher than their base salary on December 31, 1994. If the increase in compensation is less than \$600.00, then the employee shall be placed on the next highest step and shall not receive any increase on their anniversary date for the 1995 year. Employees hired in 1994 shall be placed onto the step in the 1995 range for their job title which is higher than their base salary on December 31, 1994 and shall receive an increase to the next higher step in 1995 on their anniversary date as provided in the contract.

The above represents the supplemental understandings reached as part of our negotiations and shall be binding upon the parties in the same manner as if they were written into the text of the agreement.

BOROUGH OF WASHINGTON



Alan M. Fisher,  
Borough Manager

C.W.A. LOCAL #1032



Paul A. Pologruto  
Staff Representative