

**AGREEMENT**

BETWEEN

BOROUGH OF WALLINGTON

AND

WALLINGTON

EMPLOYEES

ASSOCIATION

EFFECTIVE: JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

This Agreement made this \_\_\_\_ day of May, 2015, by and between the Borough of Wallington, (hereinafter referred to as the "Borough") and the Wallington Employees Association (hereinafter referred to as the "Union"), effective as of January 1, 2013.

W I T N E S S E T H

WHEREAS, it is the desire of both parties hereto to promote and secure harmonious relations between the above names Employer on the one hand and the Union on the other hand, and;

WHEREAS, the parties have bargained collectively and have reached an Agreement with respect to wages, hours, and other terms and conditions of employment under which the employees work for the employer and;

WHEREAS, the parties desire to reduce said Agreement in writing;

NOW THEREFORE, in the consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1: RECOGNITION

1. The Employer herewith recognizes the Union as the sole and exclusive bargaining agent on behalf of its employees with regard to wages, hours, and all other terms and conditions of employment.

2. The Borough recognizes the right of the Union to designate one steward and one alternate for enforcement of this Agreement. The Union shall furnish the Borough with a written notification of the appointment of a steward and alternate and notify the Borough of any changes.

3. The authority of the Steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
- B. The transmission of such messages and information which shall originate with, and are authorized by the Local Union of its officers.
- C. Contract Negotiations

4. Designated Union Steward shall be granted time with pay during working hours to (i) investigation and seek to settle grievances and (ii) to attend hearings, meetings, and conferences on contract negotiations with Borough Officials.

ARTICLE 2: UNION MEMBERSHIP

1. The Union named above shall certify to the Borough in writing the list of its membership. It shall give the Borough written notification no less than two (2) weeks after the date of any change in such list.

2. The Borough will notify the President of the Union in writing of all new employees upon completion of their 30th day of their 90 probationary period, their address, birth date, classification, rate of pay and social security number; and of all removals of employees from the Borough payroll. All Employees shall become members of the Union after their 90th day of employment, except for seasonal employees.

ARTICLE 3: NON DISCRIMINATION

1 The provisions of the Borough of Wallington Personnel Policies and ProcedureManual shall be binding in regard to this section.

ARTICLE 4: HOURS OF EMPLOYMENT

1. A. The normal work week for employees, with the exception of School Crossing Guards, and employees of the Municipal Court, and such other employees as may be designated by the Borough, shall consist of 35 hours per week on the basis of five days per week and seven hours per day from Monday through Friday, inclusive. The regular working hours shall be from 8:30 a.m. to 4:30 p.m. with a one hour lunch period. These hours may be adjusted by the Borough to meet its needs.
- B. Hours for the Municipal Court employees shall be set by the Municipal Judge, after consultation with the Mayor and Council and in conformance with standards set by the Administrative Office of the Courts.
- C. Hours for School Crossing Guards shall be set by the Mayor and Council, after consultation with the Chief of Police, to meet the needs of the Borough.
2. A. All work performed in excess of seven hours per day and 35 hours per week shall be considered overtime "accrued" and shall be paid at the normal rate of pay. All hours over 40 hours per week shall be considered overtime "worked". Overtime "worked" shall be paid at a rate of one and one-half hours for all hours worked.
- B. No overtime shall be accrued unless same has been authorized by the proper Department head, in writing, and approved, in writing, by the Mayor and Council. In emergency situations, overtime may be authorized by the Department head alone with subsequent confirmation by the Mayor and Council.

ARTICLE 5: HOLIDAYS

1. The Employer recognizes the following legal holidays:

NEW YEAR'S DAY, PRESIDENT'S BIRTHDAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, ELECTION DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING, CHRISTMAS DAY, AND OTHER HOLIDAY MANDATED AND APPROVED BY THE GOVERNING BODY.

2. In the event that a holiday designated above should fall on a Sunday, that designated Holiday shall be observed on the following Monday.

3. In the event that a holiday designated above shall fall on a Saturday, that designated Holiday shall be observed on the Friday before except for New Year's Day, which will be observed the following Monday.

ARTICLE 6: CLASSIFICATIONS AND WAGES

Wage classifications for purposes of this Collective Bargaining shall be as set forth in Schedule "A" attached hereto and as ratified in the 2015 Salary Ordinance of the Borough of Wallington.

ARTICLE 7: SENIORITY

It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfers, assignments of schedules, layoffs, and recalls. In all cases however, ability to perform the work in a satisfactory manner will be a factor in designating the employees to be affected.

1. An employee shall be deemed a probationary following his regular appointment to a permanent position during a trial period of the first 90 days of employment. All tenure will begin on the 91st day of employment which shall be considered the first day of permanent employment. Employees may be dismissed without recourse during the probationary period.

2. The seniority of an employee is defined as the length of service as a Borough employee dating back to the date of permanent employment.

3. In the event of layoffs and rehiring the last person hired shall be the first to be laid off, and the last person laid off shall be first to be recalled, provided the person is able to do the work in a satisfactory manner.

ARTICLE 8: VOLUNTARY TERMINATION

1. The provisions of the Borough of Wallington Personnel Policies and Procedure Manual shall be binding in regard to this section.

ARTICLE 9: LEAVE OF ABSENCE AND DISCIPLINARY ACTION

1. The provisions of the Borough of Wallington Personnel Policies and Procedure Manual shall be binding in regard to this section.

ARTICLE 10: VACATIONS

1. The provisions of the Borough of Wallington Personnel Policies and Procedure Manual in effect January 2012 shall be binding in regard to this section.

Vacation days may be accumulated over to the following year. Must be taken by 2nd year.

ARTICLE 11: SICK LEAVE

1. The provisions of the Borough of Wallington Personnel Policies and Procedure Manual in effect January 2012 shall be binding in regard to this section.

2. Sick days next preceding or next following a holiday or vacation period must be substantiated by a doctor's certificate in order to receive sick leave benefits.

3. Employees confined at home because of illness or injury must be accessible to the Borough physician. Employees will be available via telephone at all times while on sick leave. Answering machines are prohibited except when absent from home for reasons related to the illness.

4. No personal days may be taken the day before or the day after a sick leave day.

ARTICLE 12: HEALTH, WELFARE, RETIREMENT

A. All current full-time employees and their families shall be provided with health and pension benefits consistent with the Health and Pension benefits provided to other non-police Borough Employees.

B. The Employer shall provide a prescription program for currently full time employees covered by this Agreement and their families.

C. The Borough shall provide dental coverage for current full time employees covered by this Agreement and their families.

D. The Borough shall have the right to change insurance carriers as long as the coverage under the carriers plan is equal to or better than the preceding coverage.

E. The Borough shall permit individual employees to opt out of health insurance coverage. In order for an employee to be permitted to opt out of Borough medical insurance

coverage, said employee must establish that adequate coverage is available to said employee, and said employee's family, where applicable, from an alternate source. There shall be an annual window of thirty (30) days established by the Borough in which an employee who has opted out is permitted to opt back in. In the event that there is a life changing event resulting in loss of coverage, such as death of a spouse where the alternative coverage was derived from said spouse's employment, divorce, etc., then the opting out employee shall immediately be permitted to opt back into the Borough's medical health insurance program. Where an employee has opted out then said employee shall be paid an amount provided for in the current law then in effect which would have been charged but for the opting out. The Borough and the individual employee exercising the option shall share equally in the cost savings. Said payments, where due, shall be paid during the month of December of each year in which the employee has opted out for all or part of the time.

#### ARTICLE 13: COMPENSATION - SCHOOL CROSSING GUARDS

- A. School Crossing Guards shall be compensated only for those days which they perform services, with the exception of the day after Thanksgiving, for which they shall be paid normal rate of pay for normal hours, as a paid holiday.
- B. Crossing Guards shall be provided with a replacement for uniforms with verification of purchase of uniforms.
- C. Crossing Guards shall receive new winter coats.

#### ARTICLE 15: GRIEVANCE PROCEDURE

1. The provisions of the Borough of Wallington Personnel Policies and Procedure Manual shall control and be binding. It provides that:

2. Any and all disputed complaints, controversies, claims or grievances whatsoever between the Union or any employees and the employer which directly or indirectly arise under, out of, or in connection with or in any manner related to this Agreement or the breach thereof, or the acts, conduct or relations between the parties shall be adjusted as follows:

A. The steward (or alternate) shall first attempt to informally settle the matter with a representative of the employer.

B. If there is not mutually satisfactory resolution in step (A), or if the matter is not readily subject to resolution on that level, a representative of the Union shall formally attempt to settle the matter with a representative of the employer. No formal resolution of the dispute shall be deemed binding on the Union unless approved by an authorized representative.

C. If the parties shall fail to satisfactorily dispose of any such dispute, complaint, controversy, claim or grievance, or if for any reason it has not been taken up by them, or if the matter does not lend itself to the foregoing procedure, the matter shall be submitted to arbitration pursuant to the rules and procedures of the New Jersey State Board of Mediation. The award or decision of the arbitrator, in addition to granting such other relief as the arbitrator may deem proper, may contain provisions commanding affirmative acts or restraining acts and conduct of

the parties. If either party shall default in appearing before the arbitrator, he is empowered nevertheless to take the proof of the one party appearing and rendered an award thereon. Any award or decision of the arbitrator shall be final and binding and shall be enforced by appropriate proceedings at law or of the equity. The taking of the oath by the arbitrator is hereby expressly waived. His fee shall be borne equally by the parties hereto.

D. Decisions and awards shall be complied within three (3) after they are rendered, excluding Saturdays, Sundays and Holidays.

E. The parties agree that any papers, notices or processes to initiate or continue an arbitration hereunder may be served by mail and all papers, notices or processes in application to a court to confirm or enforce an arbitration award hereunder, including service of the papers conferring jurisdiction of the parties upon the court, may be served by certified or regular mail, directed to the last known address of the employer or the Union.

3. It is intended and agreed that the procedure herein established for the adjustment of disputes shall be the exclusive means for the determination of all disputes, complaints, controversies, claims or grievances whatsoever, including disputes over the validity of any provision of this Agreement and over the procedural or substantive nature of any dispute, and including claims based upon any breach of the no-strike, no-stoppage pledges of this Agreement or upon any other breach of this Agreement and any and all claims, demands, or acts arising therefrom. It is intended that this provision shall be interpreted as broadly and inclusively as possible. Neither party shall institute any action or proceeding in a court of law or equity, state or federal, or before any administrative tribunal, other than to compel arbitration as provided the award of the arbitrator. This provision shall be a complete defense to and also grounds for a stay of any action or proceeding instituted contrary to this Agreement. An action or proceeding to confirm or otherwise enforce the award of an arbitrator may be brought where the Union or employer maintains an office or place of business or where the arbitration award was rendered.

4. Any dispute, complaint, controversy, claim or grievance hereunder which any employee may have against the employer may be instituted only by the Union in the manner herein provided. No employee shall have the right individually to institute or process any action or proceeding with reference to any dispute, complaint, controversy, claim or grievance or to initiate, or to compel arbitration.

#### ARTICLE 16: APPLICABLE LAWS

In the event that any provisions of this Contract are invalid or hereafter become invalid by reason of any Federal or State Law, it is agreed that nevertheless the parties will comply with all the other provisions hereof and all obligations imposed on them by such law. It is further agreed that any provisions of this contract which is invalid or may hereafter become invalid by reason of any Federal or State Law shall not affect the validity of any of the other provisions of this contract, and all such other provisions shall continue to remain in full force and effect and binding upon the parties until the terminations hereof.

#### ARTICLE 17: POSTING OF JOBS

1. The provisions of the Borough of Wallington Personnel Policies and Procedure Manual shall be binding in regard to this section.

ARTICLE 18: BEREAVEMENT LEAVE

1. Three (3) days off with pay, provided the employee has attained permanent status with the Employer and attends the funeral Monday through Friday. This benefit is provided, regardless of religion, for the immediate family which shall be limited to: spouse or significant other, civil union partner, child, parent, stepchild, sibling, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, spouse's grandparents, spouse's grandchildren, sister-in-law, brother-in-law, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household.

2. Application for this payment must be made by the employee within the next pay week after the funeral occurred.

3. To be eligible for funeral leave pay, an employee must attend the deceased relative's funeral.

4. Employee is required upon request to furnish proof of death (obituary notice) to the Employer.

ARTICLE 19: TERM OF CONTRACT

It is hereby agreed between the parties hereto that this Agreement, which is made by the Employer and by the Union on behalf of their respective members as defined herein shall be deemed to have taken effect on January 1, 2013 and continue in full force and effect through December 31, 2015, during which time it shall be binding upon the parties hereto.

BOROUGH OF WALLINGTON

By: Walter G. Wargacki 8/20/15  
Walter G. Wargacki Mayor

DATED: 8-20-15

ATTEST:

Witold T. Baginski  
Witold Baginski, Borough Clerk

WALLINGTON EMPLOYEES ASSOCIATION

By: Katarzyna Rapacz  
Katarzyna Rapacz, President

DATED: 8-20-2015

ATTEST:

Anita Myronik  
Anita Myronik, Secretary



**SCHEDULE "A"**

Percentage Increases

2013 - 2.55% Increase

2014 - 2.55% Increase

2015 - 2.55% Increase

**SCHEDULE "B"**

SCHOOL CROSSING GUARDS

DAILY RATE

2013 - 2.55% Increase = \$67.87

2014 - 2.55% Increase = \$69.60

2015 - 2.55% Increase = \$71.38