

AGREEMENT

BETWEEN

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

AND

BOROUGH OF WASHINGTON

(WARREN COUNTY, NEW JERSEY)

January 1, 2009 through December 31, 2012

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## AGREEMENT

### PREAMBLE

This Agreement, made and entered into in Washington, New Jersey, this \_\_\_\_ of December, 2008, 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 bargainable issues which were or could have been the subject of bargaining between the Borough and the Union.

### WITNESSETH

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

#### ARTICLE 1: 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.

#### ARTICLE II: 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 and all other employees of the Borough.

#### ARTICLE III: 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 without loss of regular straight time pay to attend discipline/grievance sessions, provided the efficiency of the department is not affected thereby. Two (2) elected representatives of the Union shall be permitted time off without loss of regular straight time pay to attend contract negotiation sessions.

3. An employee shall have the right inspect his or her personnel file by giving seventy-two (72) hours but not less than two (2) working days notice, 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 noon and 1:00 p.m. to 4:30 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 written statement for submission into his or her file to rebut or clarify information prepared and placed in the file by the employer provided such statement submitted no later than ten (10) days after the employee has inspected his/her personnel file containing the information.

#### **ARTICLE IV: MANAGEMENT RIGHTS**

Section 1. It is recognized that the management of the Borough, the control of properties and the maintenance of order and efficiency, 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 the Unit;
- (b) Select and direct the working forces, including the right to hire, determine hours of work, assign, promote, transfer or subcontract. The Borough also may discipline, suspend or discharge employees for just cause.
- (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 with appropriate notice;
- (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 agrees of current bargaining unit employees.

(h) To make and promulgate rules and regulations.

Section 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Borough, the adoption of policies, rules, regulations and practices furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms conform with the laws and Constitution of New Jersey and the United States.

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 and 40A or any other National, State, County or Local laws or Ordinances.

## **ARTICLE V: 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 in the following manner, provided the written grievance 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. The Department Head shall render written decision in the matter within seven (7) calendar days of the meeting.

Step 2: If no satisfactory agreement reached at Step 1, a meeting shall be held within fifteen (15) working days between the aggrieved employee and the Borough Manager or his designated representative. The Borough Manager or his designee shall render written decision in the matter within fourteen (14) calendar days after the meeting.

Step 3: In the event that no satisfactory agreement is reached at Step 2, the matter may be submitted within fourteen (14) calendar days to the Borough Council. A conference will be held with the aggrieved employee, C.W.A. representative and the Borough Manager within twenty-eight

(28) calendar days. The Borough shall render a written decision the matter within fourteen (14) calendar days after the meeting.

Step 4: Should the Union be dissatisfied with the decision of Step 3, the Union may, within seven (7) calendar days request arbitration. The arbitrator shall be chosen accordance with the rules of the New Jersey State Board of Mediation. No arbitration hearing shall be scheduled sooner twenty-eight (28) calendar 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 issue presented, 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 subject to N.J.S.A. 2A: 24-1 et seq. The Arbitrator shall be required to determine initially whether he has jurisdiction to hear the dispute at issue. The Arbitrator shall hear only single issue presented at a time unless settled by the parties, the Arbitrator shall conduct a hearing and shall render his decision in writing with findings of fact and conclusions.

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 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.

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. 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. 4A: 2-3.1 (2) Classified employees receiving Minor Discipline may appeal such discipline through the Grievance Procedure, Article V 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 V 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 just cause and where reasonable, appropriate, and practical, progressive in nature. Discipline for this purpose means any penalty greater than an oral reprimand. Nothing shall prevent the Borough from denying tenure to unclassified employees accordance with State law.

### **ARTICLE VI: 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 VII: SAFETY AND HEALTH

### Section 1 - Employer Obligation

The Borough agrees 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 VIII: 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 IX: 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 representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

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

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

Communications Workers of America  
67 Scotch Road  
Ewing, NJ 08628  
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 X: 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 access to Borough premises is subject to approval by the Borough Manager and the Department Head at the premises in question. After working hours access to Borough premises are subject to approval by the Department head. Access to the Borough premises shall not be unreasonably denied.
- C. Stewards (not to exceed 2) will be entitled to be excused with pay for one day of training during the term of the agreement. The Union will provide the Borough will at least two weeks notice.

## ARTICLE XI: DEFINITIONS

- (a) Accredited Representatives. The accredited representatives of its employees in said Unit 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 Court Administrator, Supervising Library Assistant, Tax Collector, Clerk Typist and Senior Clerk Typist.
- (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.
- (d) Members of the Immediate Family. Members of the immediate family are defined as the employee's father, mother, grandmother, grandfather, grandchild, other relatives or persons who are significant others residing in the household, current father-in-law, current 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: Building Maintenance Worker, Equipment Operator, Laborer, Parking Enforcement Officer, Principal Clerk Typist (Police Department only), Supervisor of Streets, and Truck Driver.
- (f) Steward. That representative who selected by the Union membership and who 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 XII: EMPLOYEE RESPONSIBILITIES

### Section 1 - Notification of Change - Personnel Data

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

### Section 2 - Resignation

All resignations shall be submitted writing. Two (2) weeks notice is considered reasonable and appropriate for an employee provide 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 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 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 the Borough Manager has been notified in advance concerning the name of the employer and the nature of such employment. However, employees will consider their position with the Borough as their primary employment. Any outside employment must not interfere with the employee’s performance, efficiency or availability for working overtime or call-

out situations when the Borough job requires availability for overtime and/or call-out. The outside employment must not be inconsistent with state law, administrative code, policies or procedures.

#### Section 6 – Weather Emergencies

Unless the Governor of the State of New Jersey adopts a Declaration of a State of Emergency and travel on New Jersey roadways, which prevent the employee from driving to work, is specifically prohibited to all but essential personnel, employees are expected to report to work unless they use sick, vacation, personal leave or compensating time off. Only Road Department employees are considered essential personnel under this contract.

### **ARTICLE XIII: VACATIONS, HOLIDAYS AND PERSONAL DAYS**

#### Section 1: Vacations

1. Employees who have not completed one (1) year of service on or before the 1<sup>st</sup> 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 his or her appointment. Employees who have completed one (1) year on or before the 31<sup>st</sup> day of December of any year shall be granted thirteen (13) working days of vacation. Employees who have completed five years of service on or before the 31<sup>st</sup> day of December of any year shall be granted sixteen (16) working days vacation commencing in the sixth (6<sup>th</sup>) year. Employees who have completed twelve (12) years of service on or before the 31<sup>st</sup> day December of any years shall be granted twenty-one (21) working days vacation, commencing in the thirteenth (13<sup>th</sup>) year. Employees who have completed twenty (20) years on or before the 31<sup>st</sup> day of December of any years shall be granted twenty-five (25) working days vacation, commencing in the twenty-first (21<sup>st</sup>) 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 the 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.
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 entitled to vacation leave at the time 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 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 except in cases of emergency.

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 the Personnel Manual for Local Jurisdictions.

9. In the event of the death of an employee, the Borough will pay the value of the accumulated vacation to the estate of the deceased employee.

#### Section 1.1: Scheduling of Vacations

1. For public works employees only, in the period from Memorial Day through Labor Day, a minimum of one and a maximum of two employees shall be permitted to schedule vacations during the same time periods. This provision shall not apply during any declared emergencies.

2. Vacation schedules shall be administered in the following manner for all employees covered under this agreement:

A. Employees shall submit initial vacation requests no later than the last day of February. Employees may not submit requests for more than 3 consecutive vacations weeks in their initial request.

B. The Borough shall approve vacation requests, submitted in accordance with Subsection A, no later than 10 working days after the last day of February and shall post the approved vacation schedule. Approval of vacation requests shall be based on seniority. Vacation requests in excess of 2 continuous weeks must be submitted at least 60 days prior to the request and be approved by the Manager.

C. After the initial vacation schedule is posted, employees may apply for additional vacation. Such vacation requests may be made at any time after the posting of the schedule noted

in Subsection B above and will be awarded no later than 10 working days on a first come first served basis with seniority applied in cases of simultaneous applications.

### 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 (observed)	Columbus' Birthday (observed)
Lincoln's Birthday	Veterans Day (observed)
President's Day	Thanksgiving
Good Friday	Day after Thanksgiving
Memorial Day	One Half Day Christmas Eve
Independence Day	Christmas Day
	One Half Day New Year's Eve

The Union and the Borough Manager can agree to one floating holiday in exchange for any existing holiday each year. Day must be agreed to by the Manager and the Union before the end of the previous year.

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.

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

5. For Library Staff Only - If the holiday falls on a Saturday, the library will close on both Friday and Saturday. Full-time staff members normally scheduled to work on Saturday will be given the option of working their non-Saturday week schedule, taking vacation hours, or being rescheduled during the same pay period to avoid the loss of normal work hours. Part-time staff members normally scheduled to work on Saturday will be allowed the option of taking vacation hours or being rescheduled during the same pay period to avoid the loss of normal working hours.

### Section 3: Personal Leave

1. Employees shall receive two (2) paid personal leave days 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 year's service shall be entitled to a pro-ration 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 at least forty- eight (48) hours, except in cases of documented emergency and are subject to approval by the Department Head and the Borough Manager. Request for personal leave must be given to the Library Director at least seventy-two (72) hours or two (2) working days in advance, whichever is less, except in cases of documented emergency and are subject to approval by the Library Director and Borough Manager. Requests for personal leave shall not be unreasonably denied.

#### **ARTICLE XIV: 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 with pay for three months in any one calendar year and will accumulate seniority during such period of service without regard to whether the leave is with or without pay. 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 Militia 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 three (3) weeks. Proof of service shall be required.

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

##### **(b) Funeral Leave**

Employees shall be entitled 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. Funeral leave of one (1) day shall be granted for extended family members. (Extended family shall include current sister/brother-in-law, aunt, uncle, niece or nephew). 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 will be granted and would be assessed, at the employee's discretion, against either vacation, sick time or personal days for extended family members.

Time off with pay as provided in this section 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 the option of the patient; appointments are not possible outside the normal working hours of the employee; and treatment 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) An employee who has been absent on undocumented sick leave for periods totaling twelve (12) days in one calendar year consisting of periods of less than four days shall submit acceptable medical evidence for additional sick leave in that year unless such illness is of chronic or recurring nature requiring absences of one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.



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

In case of leave of absence due 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 pay in the course of such employment, then all 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.

(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.

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.

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 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 shall turn over to the Borough any payments the employee receives for serving on jury duty, minus actual expenses for which the employee is not otherwise compensated, for meals, parking, mileage, tolls, and other similar expense items resulting from compliance with a jury summons. 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 XV: 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 and for Lyme disease.

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

1. 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. The Borough reserves the right to change insurance plans and/or carriers so long as the aggregate substantially similar benefits are provided. Employees hired after January 1, 2009 shall contribute toward the cost of the health insurance program at the rate of 1.5% of their base salary.

2. An employee who has medical coverage under a spouse's health benefit plan and waives participation in the Borough of Washington health benefits program shall be compensated at the rate of \$1,250 in 2009, \$1500 in 2010, \$1750 in 2011 and \$2000 in 2012 prorated to compensate the employee for only those pay periods when the Borough is no longer obligated to make health

benefit payments. Proof of coverage under an alternative plan must be furnished to the Borough in order to be eligible for this benefit.

(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 as follows:

For the term of this contract, the reimbursement rates are:  
Individual \$450 & Family \$900

Employees must provide receipts in order to be reimbursed. Employees may receive reimbursement on July 1 and at the end of the year. Forms supplied by the Borough shall be used in all instances. Employees must have completed more than six (6) months of service with the Borough to be eligible for this benefit.

(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 currently established by the IRS, 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 expense occur.

(b) Clothing Allowance

1. A. Full time employees in the Road and Sewer Department shall receive a uniform allowance of \$300 per year paid through a voucher. The Borough will provide Road Department employees with at least 5 t-shirts, long sleeve shirts, sweat shirts and a Jacket. Employees may use the allowance for jeans, safety shoes and gloves.

B. Principal Clerk-Typist (Police Department) shall receive an allowance of \$400. The allowance shall be used to purchase work shoes and for uniform maintenance.

2. The above allowances shall be released in the amount of ½ of the allowance by March 31<sup>st</sup> and the remaining half by September 1<sup>st</sup>. Taxes shall be taken out at the time of reimbursement.

3. The Borough shall permit employees to purchase appropriate clothing (uniforms) at stores of their choosing, provided receipts are submitted to the Borough for reimbursement. The Borough shall, as an alternative method of employees acquiring uniforms, permit the use of purchase orders at a limited number of stores, up to the dollar limit per employee set forth above. This provision in no way is meant for an employee to receive any more than the stated amount for uniforms in any given year.

4. New employees shall be eligible for the clothing allowance upon completion of three (3) months service with the Borough. Employees are required to wear the appropriate safety equipment and work shoes at all times while working and failure to do so will subject an employee to discipline up to and including termination.

5. 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.

6. 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 \$7.00 for breakfast; \$12.00 for lunch; and \$15.00 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

The Supervisor of Streets in possession of a valid certificate as Certified Public Works Manager shall have added to his base pay \$6,000.00 per year to be paid bi-weekly.

Section 5 -Employees Assistance Program

The Borough agrees to provide an Employee Assistance Program.

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 XVI: 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 \$15,000. 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.

An employee covered under this agreement whose job is eliminated as a result of the Borough contracting the work out to a third party shall be entitled to partial payment of their accumulated sick leave based upon the following formula: Employees with 10 or more years of service with the Borough 12.5%; employees with 20 or more years of service with the Borough- 25%; employees with 30 or more years of service with the Borough - 37.5%; and employees with 40 or more years of service with the Borough - 50%. In all cases the maximum reimbursement shall not exceed the ceiling established elsewhere in this article.

In the event of the death of an employee with a minimum of five years of continuous employment with the Borough, the Borough will pay the value of one half of the accumulated sick leave to the estate of the deceased employee, but in no event shall this amount exceed the maximum reimbursement ceiling established elsewhere in this article.

## ARTICLE XVII: 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.

## LONGEVITY

The longevity system has been eliminated by a one-time addition of \$2200 to the 2004 base salary, effective January 1, 2005. The 2005 salaries will be calculated on this adjusted amount.

## ARTICLE XVIII: HOURS OF WORK

### Section I -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.

(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 XIX: 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 160 hours of compensatory time off hours.

(b) Overtime on Holidays

An employee who actually worked on the day when one of the holidays listed in Article XIII 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. All employees may be required to work a reasonable amount of overtime.

(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 \$7.00 for breakfast, \$12.00 for lunch and \$15.00 for dinner, provided proper receipts are presented for reimbursement.

## ARTICLE XXI: COMPENSATION

### Section 1 -Rates of Pay

The Borough will pay each employee on a twice per month basis. Regular pay day shall be on the 15<sup>th</sup> and the last day of the month. If the regular pay day falls on a weekend then pay day shall be the Friday preceding. If the regular pay day falls on a holiday, then pay day shall be the preceding day. Each salary check shall represent payment for the hours worked in current pay period and overtime worked, if any, in the preceding work period.

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 Appendix C for each job classification. Movement through the step system shall be subject to a

satisfactory evaluation as described in Article XXII, based on 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. The anniversary date is the pay period in which an employee is eligible for a salary increase (For example, an employee is appointed to a position on August 16th. The first full pay period following the date of appointment is pay period which begins September 1st. The employee's anniversary date is the pay period beginning on September 1st. 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 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 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.

### Section 4 -Out of Title Work

A public works employee who works eight hours in one day out of title in a job classification with a higher salary or wage range shall be entitled to additional compensation for that day at the rate of his or her current rate of pay plus ten (10%) percent.

### Section 5 Salary Scale

The appropriate salary scale may be found in Appendix C of his contract.

## ARTICLE XXI: 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 XV 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 XXII: EMPLOYEE EVALUATIONS**

Employee evaluations will be conducted once a year for all employees. Supervisors doing evaluation will receive training. Employees who are in the step system will be evaluated 6 months prior to their anniversary. If the employee receives an unsatisfactory evaluation a corrective action plan will be prepared and the employee will be evaluated again in 3 months and at the anniversary. If the evaluation is still unsatisfactory the employee will not receive a step increase. Continued unsatisfactory evaluations can result in further disciplinary action, including termination of employment.

#### **ARTICLE XXIII: TERM OF AGREEMENT AND RENEWAL**

This Agreement shall be in full force and effect as of January 1, 2009 and shall remain in effect up to and including December 31, 2012 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.

#### **ARTICLE XXIV: SEPARABILITY AND SAVINGS**

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.

**ARTICLE XXV: 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.

IN WITNESS THEREOF, The Borough and the Union have caused this Agreement to be signed by their duly authorized representatives as of this 31 day of ~~March~~, 2005.  
FOR THE BOROUGH OF WASHINGTON: December 2008

By: Marianne Van Deursen  
Marianne Van Deursen, Mayor

John N. Corica  
John N. Corica, Borough Manager

Attest: Kristine Blanchard  
Kristine Blanchard, R.M.C., Borough Clerk

**FOR THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO:**

Bernice Krawczyk  
Bernice Krawczyk, Staff Representative,  
C.W.A. Local #1032

Donald Henry  
Donald Henry, Bargaining Committed

Virginia Cortese  
Virginia Cortese, Bargining Committee

Ruth L. Barrett  
Ruth L. Barrett, CWA Representative

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

Account Clerk  
Administrative Clerk  
Assistant Supervisor, Streets  
Clerk Typist  
Code Enforcement Official  
Building Maintenance Worker  
Deputy Municipal Court Administrator  
Deputy Tax Collector  
Equipment Operator  
Laborer  
Library Assistant  
Municipal Court Administrator  
Principal Clerk Typist (Police Department only)  
Supervising Library Assistant  
Senior Clerk Typist  
Supervisor, Streets  
Tax Collector  
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 non-criminal 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 misfeasance 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.



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.

### APPENDIX C - SALARY SCALE

Note: Part time clerical employees covered under this agreement shall be paid an hourly rate of pay computed by dividing the salary noted below by 1,820 hours per year.

Note: Part time DPW employees covered under this agreement shall be paid an hourly rate of pay computed by dividing the salary noted below by 2,080 hours per year.

#### SALARY SCALE CWA 2009 - 2012

	2009	2010	211	2112
Street Supervisor				
1st Year	53,870	55,755	57,707	59,727
2nd Year	55,021	56,946	58,939	61,002
3rd Year	56,170	58,136	60,171	62,277
4th Year	57,321	59,327	61,403	63,552
5th Year	58,470	60,516	62,635	64,827
6th Year	59,618	61,705	63,865	66,100
7th Year	60,770	62,897	65,098	67,377
8th Year	61,925	64,092	66,335	68,657
Assistant Street Supervisor				
1st Year	49,681	51,420	53,220	55,082
2nd Year	51,061	52,848	54,698	56,612
3rd Year	52,442	54,278	56,178	58,144
4th Year	53,824	55,708	57,657	59,675
5th Year	55,205	57,137	59,137	61,207
6th Year	56,572	58,552	60,601	62,722
7th Year	57,965	59,994	62,094	64,267
8th Year	59,349	61,426	63,576	65,801

Equipment Operator, Principal

Clerk Typist

1st Year	44,526	46,084	47,697	49,367
2nd Year	45,908	47,515	49,178	50,899
3rd Year	47,287	48,942	50,655	52,428
4th Year	48,666	50,370	52,133	53,957
5th Year	50,048	51,799	53,612	55,489
6th Year	51,429	53,229	55,092	57,020
7th Year	52,808	54,656	56,569	58,549
8th Year	54,193	56,090	58,053	60,085

Truck Driver

1st Year	39,937	41,335	42,782	44,279
2nd Year	41,386	42,835	44,334	45,886
3rd Year	42,837	44,336	45,888	47,494
4th Year	44,288	45,838	47,442	49,103
5th Year	45,736	47,337	48,994	50,708
6th Year	47,186	48,838	50,547	52,316
7th Year	48,639	50,341	52,103	53,927
8th Year	50,090	51,843	53,658	55,536

Building Maintenance Worker

1st Year	37,116	38,415	39,760	41,151
2nd Year	38,268	39,607	40,993	42,428
3rd Year	39,415	40,795	42,222	43,700
4th Year	40,566	41,985	43,455	44,976
5th Year	41,716	43,176	44,687	46,251
6th Year	42,867	44,367	45,920	47,527
7th Year	44,016	45,557	47,151	48,801
8th Year	45,171	46,752	48,388	50,082

Laborer					
1st Year	33,647	34,825	36,044	37,305	
2nd Year	34,830	36,050	37,311	38,617	
3rd Year	36,018	37,279	38,583	39,934	
4th Year	37,204	38,506	39,853	41,248	
5th Year	38,389	39,733	41,123	42,563	
6th Year	39,575	40,960	42,393	43,877	
7th Year	40,759	42,186	43,662	45,190	
8th Year	41,949	43,417	44,937	46,509	

Administrative Clerk, Municipal  
Court Administrator, Tax Collector

1st Year	41,532	42,985	44,490	46,047
2nd Year	44,220	45,768	47,370	49,027
3rd Year	46,909	48,551	50,250	52,009
4th Year	49,598	51,334	53,130	54,990
5th Year	52,287	54,117	56,011	57,971
6th Year	54,975	56,899	58,891	60,952
7th Year	57,664	59,682	61,771	63,933
8th Year	60,356	62,468	64,655	66,918

Assistant Municipal Tax Collector

1st Year	35,914	37,171	38,472	39,819
2nd Year	38,185	39,522	40,905	42,337
3rd Year	40,454	41,870	43,336	44,852
4th Year	42,725	44,221	45,769	47,370
5th Year	44,997	46,571	48,201	49,889
6th Year	47,267	48,921	50,633	52,405
7th Year	49,537	51,271	53,065	54,922
8th Year	51,807	53,620	55,497	57,439

Supervising Library Assistant

1st Year	32,026	33,147	34,307	35,508
2nd Year	33,876	35,061	36,288	37,559
3rd Year	35,730	36,980	38,275	39,614
4th Year	37,582	38,897	40,258	41,667
5th Year	39,523	40,906	42,338	43,820
6th Year	41,249	42,693	44,187	45,734
7th Year	43,141	44,650	46,213	47,831
8th Year	44,988	46,563	48,193	49,879

Deputy Court Administrator,  
Account Clerk, Sr. Clerk Typist

1st Year	30,012	31,063	32,150	33,275
2nd Year	32,148	33,274	34,438	35,643
3rd Year	34,000	35,190	36,422	37,697
4th Year	35,853	37,108	38,407	39,751
5th Year	37,705	39,025	40,391	41,804
6th Year	39,559	40,944	42,377	43,860
7th Year	41,412	42,862	44,362	45,914
8th Year	43,261	44,775	46,342	47,964

Library Assistant, Clerk Typist

1st Year	26,492	27,419	28,378	29,372
2nd Year	28,096	29,080	30,098	31,151
3rd Year	29,702	30,742	31,818	32,931
4th Year	31,307	32,403	33,537	34,710
5th Year	32,913	34,065	35,257	36,491
6th Year	34,517	35,725	36,976	38,270
7th Year	36,122	37,386	38,695	40,049
8th Year	37,729	39,049	40,416	41,831

Code Enforcement Official

1st Year	41,225	42,668	44,161	45,707
2nd Year	42,768	44,265	45,814	47,417
3rd Year	44,373	45,927	47,534	49,198
4th Year	46,043	47,655	49,322	51,049
5th Year	47,779	49,451	51,182	52,973
6th Year	49,584	51,320	53,116	54,975
7th Year	51,462	53,263	55,127	57,057
8th Year	53,415	55,284	57,219	59,222

Clerk

1st Year	17,446	18,057	18,689	19,343
2nd Year	18,362	19,004	19,670	20,358
3rd Year	19,326	20,002	20,702	21,427
4th Year	20,340	21,052	21,789	22,552
5th Year	21,409	22,158	22,933	23,736
6th Year	22,532	23,321	24,137	24,982
7th Year	23,433	24,253	25,101	25,980
8th Year	24,475	25,331	26,218	27,136

RESOLUTION # 190-2009

RESOLUTION AMENDING THE LABOR AGREEMENT WITH THE  
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, LOCAL 1032

WHEREAS, on October 21, 2008, a labor contract between the Borough of Washington and the Communications Workers of America, AFL-CIO, Local 1032 was ratified; and

WHEREAS, Article XV, "Other Benefits", Section 5, "Employee Assistance Program" of the contract requires that the Borough provide all employees covered by this labor contract access to an Employee Assistance Program; and

WHEREAS, it was determined that the services required in this article are now being provided by the Borough's healthcare provider, and therefore no longer needs to be provided via a third-party.

NOW, THEREFORE BE IT RESOLVED, that both the Borough of Washington and the Communications Workers of America, AFL-CIO, Local 1032 hereby agree to amend the current labor contract as follows:

1. Current Language

Article XV, "Other Benefits", Section 5, "Employee Assistance Program"

The Borough agrees to provide an Employee Assistance Program

Amended Contract Language

Article XV, "Other Benefits", Section 5, "Employee Assistance Program" is removed in its entirety.

BE IT FURTHER RESOLVED, a certified copy of this resolution is forwarded to the Borough Manager and Communications Workers of America, AFL-CIO, Local 1032.

Motion - Cioni  
Second - Gleda

*Katherine Stanclau*

10/7/09

Ayes - 5

Nays - 0

Abstain - 2 (Higgins, Hausel)