

AGREEMENT  
BETWEEN  
BOROUGH OF RUNNEMEDE  
AND  
COMMUNICATION WORKERS  
OF AMERICA  
AFL, CIO

January 1, 2011 to June 30, 2015

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**ARTICLE I**

**PREAMBLE**

A. This agreement is entered into this \_\_\_ day of \_\_\_\_\_2013 by and between the Borough of Runnemede, herein after referred to as the "Employer", and Communication Workers of America herein after referred to as the "Union".

B. The purpose of this Agreement is to promote harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolutions of differences, and other terms and conditions of employment including rates of pay and hours of work.

ARTICLE II

UNION RECOGNITION

A. The Employer agrees to recognize the Union, as the sole and exclusive bargaining agent for all regularly employed white-collar employees of the Borough of Runnemede.

B Excluded: Managerial Executives, confidential employees and supervisors within the meaning of the Act; professional employees, police employees, casual employees, and all other employees of the Borough of Runnemede, set forth in the certification of the elections held by the Public Employee Relation Commission.

This agreement will be binding upon all the parties hereto, their Successors and assigns.

### ARTICLE III

#### MAINTENANCE OF STANDARDS

A. The Borough shall not discharge or discriminate in any way against any employee for the membership in the Union as long as the activity does not, in any way, unreasonably disrupts normal operations of the Borough.

B. The rights of the Borough and employee shall be respected and the provisions of this agreement for the orderly settlement of all questions regarding such rights shall be preserved.

C. This agreement shall not be amended except by mutual agreement, reduced in writing and duly executed by the parties thereto, before becoming effective.

D. It is recognized that the management of the Borough, the control of its properties and the maintenance of order and efficiency, are solely the responsibilities of the Borough.

E. Nothing contained herein shall be construed to deny or restrict the employees covered under this agreement, the rights and benefits under N.J.S.A. 34A, 40A or any other National, State, County, or Local Laws or Ordinances.

F. The provisions of the contract will apply and be maintained at the highest standards.

The contract provisions will remain in effect until a successor collectively bargained contract is implemented.

**ARTICLE IV**  
**UNION RIGHTS**

A. Access to Premises

Union representatives shall be admitted to Borough of Runnemede on Union business. Request for such visits shall be directed with reasonable advance notice to Director of Personnel and shall include the purpose of the visit, proposed time and date and specific work areas involved. Permission for such visit shall not be unreasonable withheld. Provided such requests are approved, the representative shall have the opportunity to consult with employees in the unit before the start of the work shift, during lunch or after completion of the work shift.

B. Bulletin Boards

The Employer will provide reasonable space for Union materials to be posted on centrally located bulletin boards at such work sites as shall be mutually agreed upon. This space shall be designated solely for Union use.

**ARTICLE V**

**MANAGEMENT RIGHTS**

A. The Employer retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the law and constitution of the State of New Jersey.

B. All such rights, powers, authority and prerogatives of management possessed by the Employer are retained, subject to limitations imposed by law, except as they are specifically abridged or modified by this Agreement.



## ARTICLE VI

### NON-DISCRIMINATION

A. The Employer and the Union agree that there shall be no discrimination against any employee in matters of hiring, promotion, transfer, discharge, pay, fringe benefits, or other matters of employment on the basis of race, color, sex, religion, creed, national origin, ancestry, affectional and sexual orientations, political, domestic partnership or marital status, atypical hereditary or cellular blood trait, genetic information, citizenship, veteran status, age, physical or mental disability, political affiliation, Union membership, other basis, characteristic or trait prohibited by law ("protected class"), except where such considerations are bona fide occupational qualifications permitted by law, or based upon an employee's association with a member of a protected class member. The Employer and Union further agree that there shall be no discrimination against any employee because of legal Union activity permitted herein.

If any employee believes they have been treated unfairly, the employee is encouraged to use the Boroughs Compliant Policy and Procedure or the grievance procedure contained in this agreement.

B. The Employer and the Union agree that all employees under this agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization, or to refrain from some activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or activity in the Union, or lack thereof.

## ARTICLE VII

### AGENCY SHOP/UNION DUES

A. All eligible non- member employees in this unit will be required to pay the majority representative a representative fee at the highest level established under the law in lieu of dues for services rendered by the majority representation. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

B. The Employer agrees to deduct twice monthly from the base pay of each employee who furnishes a written authorization for such deduction in a follow acceptable to the Employer, the amount of monthly Union Dues. Dues shall be per month or such amount as may be certified by the CWA to the Employer at least (30) days prior to the month in which the deductions of Union Dues are to be made. Deduction of Union Dues made pursuant hereto shall be remitted by the employer to the CWA, c/o Secretary - Treasurer, Workers of America, AFL-CIO, 501 3<sup>rd</sup>. Street N.W. Washington, DC 20006 by the 10(tenth) calendar day after such Deductions are made, together with area list of employees from whose pay such deductions are made. A copy of such a list shall also be delivered to Local President of CWA.

C. The employees covered under this agreement who are not members of the Union shall be required to pay a portion of the dues as provided in N.J.S.A. 34:13A referred hereafter as agency shop. The Employer further agrees to forward a list of all bargaining unit employee including new hires and terminations, once each month to CWA Local 1034. Such a list shall indicate which of the employees did or did not pay regular dues.

**ARTICLE VIII**

**JOB POSTING**

A. When any vacancy becomes available, the Employer shall post a notice of vacancy on the bulletin boards they ordinarily use for notices to employees for a period of not less than ten (10) working days. Such notice shall include the job title and requirements of the position. The employer will endeavor to post any bargaining unit vacancy prior to advertising such vacancy outside the agency.

B. If an employee submits a written application to Personnel for the job within the ten (10) working days posting period he/she shall be given consideration therefore.

ARTICLE IX

SENIORITY

A. In scheduling of vacations within a unit, the employee with the most seniority will be given preference in the choice of time selections.

B. Seniority shall be based upon total length of service. Seniority shall begin to accumulate on the first actual day of work.

C. Length of service is defined as the total amount of time worked, less any breaks in service.

1. A break in service occurs when an employee is out on unpaid leave of absence in excess of twelve weeks, as defined by FMLA.

ARTICLE X

FMLA

A. Family leave will be granted in a manner consistent with the New Jersey Family and Medical Leave Act and the Federal Medical Leave Act.

## ARTICLE XI

### VACATIONS

A. Notice to the Director of Personnel or designee must be given at least five (5) days notice in advance of vacation/holidays. Once a vacation is approved, a more senior worker may not displace an employee from their approved vacation time.

When a member submits a vacation time request, management has five (5) business days to respond. If there is no response within the five business days, the request is deemed approved.

B. Upon notice of retirement, the employee may elect to use all vacation time remaining consecutively until the date of retirement.

C. Vacation Schedule:

1. Up to one year of service, one working day for each month of service. However, new employees shall receive one full day for their first month of employment if they start by the 8<sup>th</sup> of the month, ½ day if they start between the 9<sup>th</sup> and the 23<sup>rd</sup> on the month and no day if they start after the 23<sup>rd</sup>.

2. After one year and up to 10 years of continuous service, 12 working days.

3. After 10 years and up to 20 years of continuous service, 15 working days.

4. After 20 years of continuous service, 20 working days.

5. Notwithstanding the above, the three (3) employees who were hired prior to 1/1/92, Roberta Iaconelli, June Elkins and Anita Marta, shall be entitled to 25 working days. Once those employees affected by this sub-paragraph have retired as employees of the Borough, this subsection shall be deleted.

6. Vacation not taken in a given year because of business demands shall accumulate and be granted during the next succeeding year only.

D. If a holiday occurs during a vacation leave, it shall not be counted as a day of vacation.

E. If an employee is on vacation when a death in the family occurs which is covered by Article XIV of this Agreement, the time following the death shall be treated as funeral leave under that Article, and any remaining vacation days shall be considered as being unused.

F. Any increase in vacation days based on years of service shall be credited at the beginning of the calendar year.

G. The Union and the Borough agree to following Civil Service Administrative Code .

H. The parties acknowledge and agree that the Union Members are entitled to take their vacation as calculated under the prior contract for the calendar years 2011 and 2012. The "vacation schedule" listed in subparagraph C shall be effective January 1, 2013 and shall continue thereafter.

## ARTICLE XII

### HOLIDAYS

A. Employees shall receive thirteen (13) paid holidays in the year, which is designated as follows:

1. New Year's Day
2. Martin Luther King Birthday
3. President Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans Day
10. General Election Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Day

B. All employees are entitled to two (2) personal days per year in addition to the above listed holidays, to be taken with the permission of the Director of Personnel or their designee to insure proper scheduling, five (5) days notice must be given to the Director.

C. Any employee who works on a scheduled holiday shall be paid for the hours actually worked at one and one-half (1 1/2 ) times the employee's regular straight hourly rate in addition to pay for the holiday.

D. All employees shall work the day before and the day after a holiday in order to receive pay for the holiday, unless the employee has received prior approved leave for either/ or both the day before and /or the day after the holiday.



## ARTICLE XIII

### GRIEVANCES

A . P U R P O S E      It is the policy of the Borough of Runnemede and the Union that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. Informal settlements at any steps shall bind the immediate parties to the settlement, but shall not set a precedence in a later grievance proceeding.

B . D E F I N I T I O N

1. The term grievance means a complaint or claim that there has been an improper application, interpretation or violation of this agreement, any Borough policy governing the Union or any administrative decision
2. An "employee" is any person in the unit covered under this agreement.
3. An "aggrieved party" is an employee or group of employees who submit a grievance or on whose behalf it is submitted.
4. A Union Steward is an employee of the Borough who has been designated by the Union to represent workers.
5. A Union Representative is an individual in the employment of the Union.

#### C. SUBMISSION OF GRIEVANCES

- Step 1.      Prior to submission of the grievance in writing, the aggrieved party along with the Union Steward or Staff Representative must attempt to solve the grievance on the lowest possible level.
- Step 2.      If not resolved or adjusted at Step 1, it shall then be submitted, in writing, within seven (7) working days of the date filed, to the Director of Personnel or their designee. The Director or designee shall seek to resolve the grievance with the aggrieved party along with the Steward or Staff Representative.

Step 3. Each written grievance to be submitted must contain the following:

- (a). The identity of the aggrieved party.
- (b). The section of the agreement involved in the grievance.
- (c). The time and place where events alleged or conditions constituting the grievance occurred or existed.
- (d). If known, the identity of the person responsible for causing the event or conditions to be caused or exist.
- (e). A general statement of the grievance and whatever redress is sought.

NOTE: A grievance shall be deemed waived unless it is submitted within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

Step 4. The Director of Personnel or designee shall respond, in writing, to each grievance received within seven (7) working days. If the aggrieved party or the Union is not satisfied with the response of the Director or designee, or if no response is received, she/he (the aggrieved party) or the Union may submit a copy of the grievance to the Mayor and Council.

Step 5. The appropriate authority or its designated members shall, upon request, confer with the aggrieved party/parties, Union Steward and/or Union Representative with respect to the grievance. A written statement of the position of the Mayor and Council on the grievance shall be delivered to the aggrieved party/parties and Union no later than two weeks after the grievance has been received by them.

#### D. PROCEDURE USED TO OBTAIN AN ARBITRATOR

1. Aggrieved party and the Borough of Runnemede shall share equally the expense of the arbitrator.

2. A joint request will be made to the PERC to submit a roster of person(s) qualified to function as an arbitrator in the dispute in question.

3. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request PERC to submit a second roster of names. If the parties are unable to determine within ten (10) working days of the initial request for an arbitrator, a mutual satisfactory arbitrator from the second list, the PERC may be requested by either party to designate an arbitrator.

4. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing or subtract anything from the agreement between the parties and any policy of the Borough. The recommendations of the arbitrator will be binding on both parties. Only the Mayor and Council and the aggrieved and his representation shall be given copies of the arbitrator's report of the findings and recommendations.

#### E. RIGHTS OF THE EMPLOYEES

1. Employees and Union — Any aggrieved person may be represented at all foimal steps of the grievance procedure, by a representation selected or approved by the Union.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time period shall permit the aggrieved party or the Union to proceed to the next step.

3. Failure at any step of the procedure to appeal a grievance to the next step with the specified time period shall be deemed to be acceptance of the decision rendered at that step.

4. It is understood that employees during and not withstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the department, until such grievance and any effect thereof shall have been finally determined.

## ARTICLE XIV

### FUNERAL LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall the leave exceed four (4) working days. In the event that the funeral is 300 miles or greater from the Borough limits, the leave shall not exceed five (5) working days.
- B. The "Immediate Family" shall include only mother, father, husband, wife, sister, brother, child, parent of the employee's spouse, step-child in loco parentis.
- C. In the event of a death of a brother in law, sister in law, grandchild or grandparent of the employee or employees' spouse, the employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall the said leave exceed three (3) working days.
- D. The Borough may require reasonable verification of the event.
- E. If additional time is necessary, it shall be taken as vacation or unpaid leave, if vacation has been exhausted with advance authorization by the appropriate Department Head. Time for attendance at funeral of others may be granted without pay.
- F. The employee must notify his/her immediate supervisor upon making determination to take time off from work.
- G. Employees who fail to return to work on the date specified to the Department Head without receiving an extension are subject to disciplinary action up to and including termination.

**ARTICLE XV**

**SERVICE RECORDS**

- A. Each employee shall be entitled to inspect his/her service record upon request to the Director of Personnel or designee, Monday through Friday, during the hours of Business of the Borough on any off duty time by appointment.
- B. Service files shall include all records in the employee's personnel file.

**ARTICLE XVI**

**HOURS OF WORK**

A. Hours of work, either 9am to 4pm or 3am to 4pm Monday thru Friday shall be listed by job title to prevent any confusion. Members will also receive one (1) hour unpaid lunch break. In addition, on Thursday there shall also be a schedule of 1pm to 7pm, with no lunch break.

B. Time worked in excess of an employee's regularly scheduled work week shall be paid at either one and one-half ( $1\frac{1}{2}$ ) times the employee's regular straight time hourly rate or by comparable compensatory time off, as the employee, in his sole discretion, may determine. Time out of work on paid sick leave shall not be counted as hours worked for the purpose of calculating overtime eligibility. However, paid time off due to scheduled holidays, scheduled personal days and scheduled vacation days shall be counted.

## ARTICLE XVII

### JUST CAUSE

No employee shall be disciplined, including termination of employment, without just cause, except that employees hired after January 1, 2006, shall serve a 6 month probationary period during which time the employee can be subject to termination or suspension without cause. Discipline shall be covered by the provisions of Civil Service statutes and administrative code.

## ARTICLE XVIII

### SICK/INJURED LEAVE

A. An employee by reason of personal illness defines sick leave as absence from work. The sick time covers the individual employee and members of his/her family.

B. Said period of illness or sick time will be paid up to a maximum of the employees accumulated sick days for a bona fide absence because of illness or off duty injury (not covered by workmen's compensation).

1. During the first year of employment one day for each month of completed service, if employment commences by the 8<sup>th</sup> of the month, 1/2 day if employment commences between the 9<sup>th</sup> and the 23<sup>rd</sup> of the month and no day if employment commences after the 23<sup>rd</sup> of the month.

2. For each year thereafter, 15 working days per year.

3. Unused sick leave shall accumulate without limit.

4. No sick time shall be accumulated for the years 2011 and 2012. The right to accumulate sick time shall commence on January 1, 2013.

C. In order to be entitled to a paid sick day, an employee must notify the Director of Personnel, or designee, or her/his immediate supervisor, one (1) hour prior to the beginning of the workday.

D. Every employee applying for sick leave shall present a medical certificate if the period exceeds three (3) consecutive days, to the Director of Personnel or designee. The Director or designee shall indicate to the employee whether sick leave shall be granted.

E. The Borough, if not satisfied with the medical certificate presented by the employee, shall have the right to have said employee examined by a licensed physician for the purpose of determining eligibility for sick leave benefits, at Borough expense.

F. The employees are enrolled in the State Disability Plan. The employees shall make his or her contribution required by the State to such plan through a payroll deduction. In the event of major illness, the employee will apply for State Disability. For a non worker's compensation disability, the employee shall use all accumulated sick time (except for five [5] days) prior to filing for State Disability.



The Borough will continue to pay the employee's salary during his or her major illness and the employee will turn over to the Borough any amount received from State Disability; provided further that full pay for major illness will be limited to 90 days, during the 90-day period the employee must sign over the check s/he received from State Disability or Worker's Compensation to the Borough and the Borough will issue a check for full salary/pay. After 90 days, the employee receives only State Disability or Worker's Compensation.

G. The Union and Borough agree to follow Civil Service Administrative Code.

F. Upon recommendation of the Director of Personnel or designee, the employer may grant written permission for an employee to take leave not in excess of one (1) year without pay for restoration of health, provided all sick leave and only compensatory time has been first exhausted.

a. A doctor's certificate may be required by an Employer prior to the granting of such leave.

## ARTICLE XIX

### JURY/COURT LEAVE

- A. Any regular employee who is required to serve on a jury, or as a result of official Borough of Runnemede duties is required to appear before a court, legislative committee or quasi judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay less any amount received for such service. A probationary employee called will have his/her probationary period extended to by the same amount of time as required for serving on jury duty. An employee who receives notice of jury duty or witness service must notify his/her supervisor immediately in order that arrangements may be made to cover the position. The Borough reserves the right to request that an employee who is called for jury be excused if their absence would create a hardship on the operational effectiveness of the department to which they are assigned.
- B. The employee is responsible to turn over jury or witness fees to the Finance Department, excluding mileage fees.
- C. Time away will not affect vacation, sick leave or personal leave accruals.
- D. Employees who appear in court as the plaintiff or defendant in any action not related to their official duties shall not be paid for time away from work unless that time is accrued vacation or personal leave. Court payments for travel expenses are to be retained by the employee.
- E. The employee may keep any court payment for services performed on the days of his/her regularly scheduled weekend or performed while on vacation or personal leave.
- F. Employees are to return to work after jury duty although no more than the regularly scheduled number of hours for both jury duty and work shall be required. If excused as a juror on any given day, the employee is expected to contact his/her supervisor and to report to work as instructed.
- G. The Borough may require employees to supply documentation, not only of a subpoena for jury duty, but also a slip from the jury manager verifying actual attendance at jury duty.

## ARTICLE XX

### MILITARY LEAVE

A. Application: This Article applies to all Borough employees who are affiliated with the United States Armed Forces, National Guard or Coast Guard.

B. Employer's Responsibilities:

1. The Borough is obligated to release employees for service with the Armed Forces when the employee participates in:

- (1) Annual Training (Summer Camp)
- (2) Active Duty Training (School)
- (3) Inactive Duty Training Assemblies (Weekend drills)
- (4) Extended leave of absence for voluntary active duty service (Enlistment)
- (5) Involuntary call-up

2. Military leave of absence shall result in no loss of seniority status or benefits which would have normally accrued if the employee had not been absent for such purposes.

3. The Borough is obligated to grant Military Leave with pay to the employee for absences not exceeding ten (10) calendar days per year. The Borough will not require the employee to use normal annual leave (accrued vacation) for such purposes. The employee may, however, request use of vacation, compensatory time, or leave without pay to supplement absences exceeding those covered by the ten day Military Leave allowance.

4. An employee who is called to or service with the armed forces of the United States or the New Jersey National Guard is eligible for reinstatement in his/her position upon completion of service, providing that the period of service is four years or less.

5. The Borough will make a reasonable effort to adjust work schedules and assignments to accommodate employees fulfilling military obligations.

C. Employee's Responsibilities:

1. The employee is responsible to provide to their department head copies of all military orders which will result in a leave of absence for active military duty. Orders must specify the duties of absence, promulgation authority, letter order number and signature of issuing authority. Employees are required to notify their supervisors at the earliest possible date upon learning of scheduled military duty.

2. Employees who fail to return to work on the date specified in the leave request without receiving an extension in advance are subject to disciplinary action up to and including termination.

3. Inactive duty training dates (weekend drills) should be provided to the department head as soon as available if the dates conflict with scheduled employment with the Borough.

4. Extended leave of absence (exceeding 10 calendar day allowance) will be pursuant to the policy on LEAVE OF ABSENCE WITHOUT PAY.

D. Accounting Procedures:

1. All military leaves will be processed via the Change in Status form.

2. Military Leave (10 calendar day military leave allowance) will be accounted for in increments of 24 hour periods (from 0001 hours to 2400 hours).

3. It is the responsibility of the official verifying time cards in each department to annotate the use of military leave on the employee's monthly time card. Military leave will be registered on the time card by use of the letter ML.

4. The Finance Department is responsible for the creation and maintenance of an annual military Leave Register for each affected employee to ensure accurate accountability of leave expended.

**ARTICLE XXI**

**TRAVELING EXPENSES**

A. Employee shall receive payment for mileage at the I.R.S. rate for use of their personal vehicles, per court appearance in the County and State Courts required by State or County office or any authorized activity relating to Borough affairs.

B. The same amount as stated above will also be applied for mileage to and from any related schools and or seminars, if approved by the Personnel Director or designee for attendance.

C. Mileage will be paid to and from the Runnemede Municipal Building to the point of said court, school or seminar.

**ARTICLE XXII**

**INCLEMENT WEATHER**

In the event the office in the Borough of Runnemede is closed due to inclement weather or any other emergent situation the employee shall receive their regular pay for the day(s) of the office closing.

**ARTICLE XXIII**

**LIFE INSURANCE**

A. The Borough will provide life insurance to the employee under the provisions of the New Jersey Public Employee Group Life Insurance Plan.

## ARTICLE XXIV

### HOSPITALIZATION

A. The Borough agrees to provide each employee and his or her dependents covered under this agreement with the Patriot V Health Plan. The borough will explore entry into State Health Benefits, NJ Direct 15. If the Borough decides to switch into that plan, it shall be permitted under this agreement. Employee contribution shall be as follows (consistent with the new law June 28,2011):

1. From January 1, 2011 through June 30, 2011- 1½% of the employee's salary;
2. From July 1, 2011 through June 30, 2012- the employee shall pay 25% of the premium contribution (year one), per the attached charts;
3. From July 1, 2012 through June 30, 2013- the employee shall pay 50% of the premium contribution (year two), per the attached charts;
4. From July 1, 2013 through June 30, 2014- the employee shall pay 75% of the premium contribution (year three), per the attached charts.
5. From July 1, 2014 through June 30, 2015 - the employee shall pay 100% of the premium contribution (year four), per the attached charts.
6. Employees hired after June 28, 2011 must contribute the full percentage immediately, there is no phase in for such employees.
7. In any event, the employee contribution shall not be less than 1 ½% of their salary.

Said contribution shall be paid in equal weekly installments. All payments shall be made as payroll deductions.

B. The Borough agrees to provide the employees covered under this agreement and his/her dependents with a prescription plan. The employee shall be responsible for paying 20% of the cost of a prescription.

C. The Borough agrees to provide the employees covered under this agreement and his/her dependants with the Delta dental plan or equivalent, at a monthly cost to the Borough not to exceed \$20.00 for single coverage, \$30.00 for Parent/Child coverage, \$40.00 for Husband/Wife coverage and \$50.00 for family coverage.



D. The Borough agrees to continue to provide to the employees the optical plan in effect as of January 1, 2005.

E. Any employee that is disabled in the line of duty will receive pay for disablement at the sole discretion of the Workman's Compensation Board.

F. Any unit member employee eligible to participate in the Borough's health care plan shall have the option to waive off the Borough's health benefits policy and receive the lesser of 25% of the actual cost savings to the Borough or \$5,000.00 which shall be paid to the employee, less any applicable deductions, at the end of the benefit/policy cycle for which the employee waived her/his right to benefits participation. Should both the employee and the other insured be insured through State Health benefits, the employee shall not be entitled to receive any payment. A waiver must be completed as to all benefits, irrevocable for the applicable benefits period and unequivocal. Provided further that the employee must certify that s/he has health care coverage through another plan (hereinafter "alternate coverage") and that in the event of a "life event" (unemployment, divorce, death and like circumstances) which would deprive the employee of alternative coverage, the employee shall be permitted to re-enroll in the Borough's plan in accordance with the plan rules and regulations in effect at that time.

ARTICLE XXV

RETIREMENT, SEPARATION OR DEATH

A. Full-time employees hired on or before January 1, 2007, upon retirement, shall receive a one-time payment as follows:

After five (5) years of service	\$250.00
After ten (10) years of service	\$500.00
After fifteen (15) years of service	\$750.00
After twenty (20) years of service	\$1,000.00

All employees hired after January 1, 2006 shall not be eligible for payments.

B. The Employer shall assume the cost of healthcare, including prescription and dental benefits for the employee and dependents when said employee retires with twenty-five (25) or more years of service to the Employer, provided, however, the retired employee must contribute to the cost of the healthcare plans to the same extent as active employees are contributing.

C. Upon notice of retirement, the employee may elect to use all of her/his remaining leave time balances.

D. A retired employee, who has attained the age of 65 years, shall be responsible to obtain Medicare Part B at their own expense. At that point, the Employer's provided health care coverage shall be deemed secondary coverage.

**ARTICLE XXVI**

**SEVERABILITY**

A. In the event that the provisions of this agreement between the parties shall be held by operation of law or by a court administrative agency of competent and final jurisdiction to be invalid and unenforceable, the remainder of the provisions of such agreement shall not be affected thereby, but shall continue in full force and effect.

B. It is further agreed that in the event any provision is declared to be invalid or unenforceable the parties shall meet with thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

**ARTICLE XXVII**

**SUCCESSORS AND ASSIGNS**

A. This agreement shall be binding upon the parties hereto, and their successors, administrators, executors and assigns.

## ARTICLE XXVIII

### UNION REPRESENTATIVES AND MEMBERS

A duty authorized member of the Union designated in writing, after reporting to the Director of Personnel or designee, shall be admitted to the premises for the purpose of assisting in the adjustment of grievance and for the investigation of complaints that the contract is being breached. Upon request, the local representative shall state in writing the purpose of his/her visit. Except in an emergency, at least four (4) hour's notice must be given. Such visits shall not be permitted to interfere with, hamper or obstruct normal business operations. The Borough shall not be liable for any time lost by the representative in excess of four (4) hours per week.

**ARTICLE XXIX**

**NO STRIKE CLAUSE**

A. The Borough shall institute no lock out of employees during the term of this agreement.

B. The Union agrees that during the term of this agreement neither members nor its officers, or employees will engage in, encourage, sanction or any strike or work stoppages. In the event that Union members participate in such activities in violation of the provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. The Borough may discipline any employees participating in these prohibited activities.

ARTICLE XXX

SUBCONTRACTING

In the event that the Employer finds that it is necessary to contract out work performed by the members of the bargaining unit, its representative shall notify the Union not less than 30 days prior to the effective date of the contracting out and meet with the Union to discuss ways to alleviate the necessity to contract out the work.

## ARTICLE XXXI

### EMPLOYEES' RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, as amended Chapter 123, Public Laws 1974, the Borough hereby agrees that employees of the Borough shall have the right to freely organize, join or support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the Law of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Law 1968, as amended Chapter 123, Public Law 1974, New Jersey Statute 34, the laws of the State of New Jersey and the United States that will discriminate against employees with respect to hours, wages or any terms or condition of employment by reason of his membership in the Union or its affiliates, collective negotiations with the Borough, or his/her institution of any grievance, complaint or any other proceeding under this agreement with respect to any terms or conditions of employment.

B. No employee shall be prevented from wearing any pins or other identification of membership in the Union or its affiliates.



## ARTICLE XXXII

### LAYOFF AND RECALL

A. If the Employer finds it necessary to layoff employees due to lack of work, the following procedures shall be implemented:

1. The Employer shall communicate its decision to the Union no less than 15 days prior to implementation.
2. The Union will have the opportunity to confer with the Employer regarding the layoff prior to the implementation thereof and to discuss suggestions relating to increasing efficiency of the affected positions, including the redesign of the positions, changes in job duties, enhanced use of technology and other means in order to avoid the necessity of a layoff
3. The parties, if appropriate, will consider voluntary layoffs.
4. Should it become necessary to lay off an employee covered by this Agreement, the employee will be laid off by inverse order of seniority, except as may be required by law and provided the remaining employees are qualified to perform the available work.
5. Any affected employee shall be able to exercise bumping rights against an employee with less seniority provided that the employee is qualified to perform the job in question.
6. Employees shall be recalled in reverse order of their layoff, except as may be otherwise required by law and provided that the employee to be recalled is qualified to perform the available work.
7. An employee who has been laid off or displaced for less than one (1) year shall have the right of recall to any available vacant position for which the employee is qualified.

ARTICLE XXXIII

COMPENSATION

A. Salaries shall be increased as follows:

Effective 1/1/11- 12/31/11 no increase to annual salary for each unit member over their 2010 salary

Effective 1/1/12- 12/31/12 a two (2%) percent increase to annual salary for each union member over their 2011 salary

Effective 1/1/13- 12/31/13 a two (2%) percent increase to the annual salary for each union member over their 2012 salary.

Effective 1/1/14 - 6/30/15 a three (3%) percent increase to the annual salary for each union member over their 2013 salary.

B. The Union agrees to be paid on a bi-weekly basis, if the Borough decides to change the pay period from weekly to bi-weekly. Pay day shall remain Thursday.

C. After each year's base salary is determined, longevity pay shall be added for employees hired on or before December 31, 2001, as follows:

After five (5) years to ten (10) years	5.5%
Eleven (11) years to fifteen (15) years	6.0%
Sixteen (16) years to twenty (20) years	6.5%
Twenty-one (21) years or more	7.0%

Employees hired on or after January 1, 2002, shall not be eligible for longevity payments.

D. The combined total of the base salary amount and the appropriate longevity amount shall be paid in accordance with the Employer's normal weekly pay schedule.

E. Compensation for after hours calls paid to the Municipal Court Administrator and the Deputy Court Administrator shall be \$30.00 per call.

**ARTICLE XXXIV**

**PUBLIC SAFETY COMMITTEE**

A Public Safety Committee is established consisting of the members of the Runnemede Borough's Governing Body's Public Safety Committee and three members of the Rank & File of the Union, including the shop steward to discuss issues of concern. A meeting may be called by either party upon five (5) days written notice to the other party.

**ARTICLE XXXV**

**PERIOD OF CONTRACT**

A. This contract and its salary provisions shall be retroactive and shall cover the period from January 1, 2011 through June 30, 2015.

B. Contractual negotiations for the replacement of this agreement will commence no later than one hundred twenty (120) days prior to the expiration of this agreement.

**ARTICLE XXXVI**

**RESPECT AND DIGNITY**

A. The Borough and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is agreed that verbal and/or physical harassment of an employee in appropriate.

This Agreement made by and between the Borough of Runnemede, and the Communication Workers of America, AFL-CIO.

Whereas, the parties after due negotiations and consideration did enter into a collective bargaining agreement which covers the period **January 1, 2011 through June 30, 2015.**

In Witness Whereof, the parties hereto have hereunto set their hands and seals this 7 day of May, 2013.

FOR THE UNION

Don Rice  
Don Rice, CWA

Shawn Ludwig  
Shawn Ludwig, Staff Member,  
CWA Local 1038

FOR THE BOROUGH

Bertha Kalaviatis  
Bertha Kalaviatis, Mayor

Theresa Barry  
Theresa McGuigan, Steward Barry

Rene Deacon  
Rene Deacon, Steward

Don Rice  
Don Rice, Staff Representative

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,Councilperson

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,Councilperson

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,Councilperson