

AGREEMENT

BETWEEN

CWA LOCAL 1075 SUPERVISORS

and

THE BOROUGH OF RED BANK

---

TERM OF CONTRACT

JANUARY 1, 2017 through DECEMBER 31, 2020

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## PREAMBLE

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between the BOROUGH OF RED BANK, hereinafter referred to as the "Employer" or "Borough" and CWA LOCAL 1075 SUPERVISORS, hereinafter to as the "Union".

This Agreement is entered into between the Employer and the Union with the desire and intent of continuing and promoting harmonious relations between the Employer and its employees and to establish an equitable procedure for the resolution of grievances and establishment of rates of pay, hours of work and other terms and conditions of employment.

### **SECTION 1. RECOGNITION**

A. The Employer recognizes the Union as the sole and exclusive representative for collective negotiations concerning the establishment of rates of pay, hours of work and other terms and conditions of employment for all full time Blue Collar supervisory employees employed in the Roads, Parks, Sanitation, Maintenance and Custodial Departments and all Office and Clerical supervisory employees, but excluding Managerial Executives, and Confidential employees within the meaning of the NJ Employer—Employee Relations Act, Craft employees, Professional employees, and all other employees. The current positions or job titles of the employees covered by this Agreement are set forth in attached Schedules A and B. If new positions open or job titles change, then the parties agree that Schedules A and B shall be supplemented or amended. The unit shall also include all part-time Blue Collar and White Collar employees in the Borough who work in excess of 20 hours per week and who are not otherwise excluded from inclusion in the bargaining unit as set forth above.

B. Permanent part-time employees are defined as employees working 21 hours or more per week (but less than 35 hours per week). Those part-time workers working less than 30 hours per week are not eligible for health insurance under this contract or otherwise, but other benefits under this contract will be provided to permanent part-time employees on a pro-rated basis (i.e. a 29 hour per week part-time employee will receive 75% of the annual vacation day allotment and 75% of the annual sick leave allotment, etc.). Permanent part-time employees are not eligible to be paid for any accrued sick days upon termination of employment for any reason.

## **SECTION 2. NON-DISCRIMINATION**

The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, color, disability, age, religion, sex, national origin, political or union affiliation.

## **SECTION 3. FUNCTIONS OF MANAGEMENT**

A. The Management of the Borough and direction of the working force is vested in the Employer which shall have the right to direct the operation and affairs of the Employer in all of its various aspects.

B. The Employer shall have the right to establish and maintain the rules and regulations not in conflict with this Agreement covering the operation of the Borough and the conduct of its Employees. Nothing in this Agreement shall be deemed to limit the Employer in any way in the exercise of regular and customary functions of management.

C. The Employer retains the rights to direct the working forces; to plan, direct and control all the operations and services of the Borough: to determine the methods, means, organization and personnel by which such operations and affairs are to be conducted; to contract for and subcontract out services; to relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities; provided however, the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and that a grievance may be filed by the Union alleging such conflict.

## **SECTION 4. DUES DEDUCTION AND CHECK-OFF**

A. The employer agrees to deduct from the wages of bargaining unit employees union dues and/or agency shop fees. Such deductions shall commence on the sixty-first (61st) calendar day of employment and shall be made in accordance with the terms of this agreement and applicable State Law and shall be forwarded to the Local Union office on a monthly basis.

B. Upon receipt of a written check-off authorization from an employee who signs an Authorization Card, the Borough shall deduct from the employee's pay, during the month

following the filing of such card with the Employer, the dues of the Union and remit such deduction to the Union.

C. The Union shall notify the Borough Treasurer in writing in the exact amount of dues and/or agency fees to be dedicated. If during the life of this Agreement there shall be any change in set amounts the Union shall furnish the Employer written notice thirty (30) days prior to the effective date of such change and shall furnish to the Employer an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Treasurer.

E. Employees within the Bargaining Unit group who do not become or remain members in good standing of the Union shall be assessed a fair share/agency shop fee to the Union representing the fair share of costs associated with collective bargaining and contract administration incurred by the union, but in no event shall such fee exceed eighty-five percent (85%) of the regular dues amount.

## **SECTION 5. HOURS OF WORK/OVERTIME**

A. The regular hours of work shall be consecutive, except for interruption for meal periods and authorized coffee breaks. All employees in the unit shall receive two 15 minute coffee breaks (one in the first half of a scheduled shift and the other in the second half of a scheduled shift). The regular working period varies depending upon the nature of the work. The following is applicable:

1. The normal work week for clerical or white collar workers is Monday through Friday, 8:00 a.m. to 4:00 p.m. or 9:00 a.m. to 5:00 p.m., which time period includes a one hour lunch period. Employees performing the following job titles shall work a 35 hour week.

Supervisor - Code Enforcement  
Supervising Administrative Assistant  
Supervising Technical Assistant To The Construction Official  
Librarian  
Supervising Librarian  
Principal Library Assistant - Technical Services Coordinator

Librarian - Circulation Supervisor/Out Reach & Programming Coordinator  
Librarian - Data Processing Coordinator/IT Coordinator  
Library Business Manager  
Librarian IV  
Librarian III  
Librarian II  
Librarian I

2. The normal work week for public works and blue collar employees shall consist of a five (5) day forty (40) hour week, exclusive of a one hour meal break. Employees performing the following job titles shall work a 40 hour week.

Deputy Fire Marshal  
Administrative Supervisor  
Operations Supervisor  
Supervisor of Buildings & Grounds  
Supervisor of Streets  
Supervisor of Water & Sewers  
Supervisor of Solid Waste/Sanitation  
Supervisor of Mechanics/Supervising Mechanic  
Foreman  
Sanitation Foreman  
Water Sewer Foreman  
Streets Foreman  
Buildings & Grounds Foreman

B. Overtime.

1. Overtime work may be scheduled consistent with the requirements of the Borough. During emergency conditions, employees must report to work when required by their supervisor (if applicable).

2. Overtime pay to an employee who works a prescribed week of forty (40) hours, shall be paid at the rate of one and one half (1 1/2) times the employee's rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for all non-scheduled hours worked Saturday or Sunday, except that this rate is for hours worked in excess of ten (10) hours per week and/or forty (40) hours per week for Dispatchers. For the purpose of computing overtime all earned time (e.g., vacation, personal days, and holidays) paid time, excluding sick time, shall be considered as hours worked (Exception: mandatory unscheduled overtime).

3. Overtime shall be rotated among the employees in the same job classification and department on a voluntary seniority basis first, and if there are insufficient volunteers to meet manning requirements, the overtime shall be assigned on an involuntary inverse seniority basis with the employee with the least seniority being first.

4. Overtime pay, to an employee who works a prescribed week of thirty-five (35) hours, shall be paid at the rate of one and one half (1 1/2) time the employee's rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for all non-scheduled hours worked Saturday or Sunday, except that this rate is for hours worked in excess of nine (9) hours per week and/or forty (40) hours per week for Dispatchers. For purposes of computing overtime all earned time (e.g., vacation, personal days, and holidays, paid time, excluding sick time), shall be considered as hours worked (exception: mandatory unscheduled overtime).

C. The Borough will make every reasonable effort to establish a system and schedule that will enable payment for overtime hours worked to be made in the pay period following the pay period during which the overtime occurred.

D. Employees are required to remain at work in the event of an unscheduled official closing of Borough Facilities shall receive compensatory time at the rate of one hour for each hour of closure. Official closing of Borough Facilities shall be those authorized by the Mayor and/or Administrator in the event of a weather emergency, loss of power for an extended period, or other similar emergencies.

E. Employees that leave work due to emergencies beyond their control may be given the opportunity to make up lost time on an hour for hour basis at the discretion of their Department Head.

## **SECTION 6. GRIEVANCE PROCEDURE**

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department.

C. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of this Agreement and administrative decisions affecting same. With regard to the Borough, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The aggrieved or the Union shall institute action under the provision hereof within five (5) calendar days after the event and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement is reached orally under Step One within five (5) calendar days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within five (5) calendar days thereafter to the Department Head. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of the contract violated, and the remedy requested by the grievant. The Department Head or his designated representative shall meet within five (5) days, with the employee or the Union, unless such meeting is waived in writing, and shall respond in writing within ten (10) days of the close of this informal hearing.

Step Three: If the Union wishes to appeal the Step Two decision of the Department Head, such appeal shall be presented in writing to the Business Administrator within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Business Administrator shall conduct an informal hearing within five (5) days and shall respond in writing within ten (10) days of the close of this informal hearing.

Step Four: If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and

regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Employer and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

F. The aggrieved employee shall have the right to request the presence of the Steward during any attempt between the parties to resolve the written grievance.

G. The Union will make every effort to avoid unnecessary and frivolous submission of grievances to arbitration under PERC Rules.

## **SECTION 7. BULLETIN BOARD**

A. Official bulletin boards are located at the Municipal Complex, 90 Monmouth Street; Public Utilities Office, 75 Chestnut Street; the Red Bank Public Library, 84 West Front Street; and the Senior Citizen Center, 80 Shrewsbury Avenue. Space on the official bulletin boards will be provided for the Union and notices affecting Borough Employees, or regarding Borough employment will be posted at these locations.

## **SECTION 8. LABOR/MANAGEMENT SAFETY COMMITTEE**

A. A joint labor/management Health and Safety Committee shall be comprised of three members selected by each party. The Committee shall meet at least quarterly or as needed to discuss and make recommendations concerning issues of safety and health, including issues of safety and health relating to protective clothing and equipment.

B. For purposes of efficiency, each party shall prepare and submit in writing to the other party, any agenda or items desired to be discussed. Such writing shall be delivered at least three (3) days before the scheduled meeting.

## **SECTION 9. SENIORITY**

A. Seniority shall be defined as an employee's total length of continuous service with the Employer, beginning with the last date of hire. Employees who have the same date of hire shall have their seniority determined by establishing the lowest Social Security Card number. Seniority shall be lost if an employee:

1. Is discharged for just cause.
2. Is laid off for a period of more than one year, or a period equal to the employee's length of service, whichever is sooner.
3. Fails to report to work or offer an acceptable reason for five consecutive working days.

B. Former employees rehired by the Borough may recoup their past service with the Borough back to their original date of initial hire once they have completed ten (10) years of continuous service in good standing (in their second tenure with the Borough). This provision shall apply regardless of the reasons why the employee left the employ of the Borough during the initial employment tenure.

## **SECTION 10. UNION REPRESENTATION**

A. Provided prior approval is obtained from the Employer, an authorized representative of the Union may have access to the Employer's facility during working hours for the purpose of adjusting disputes and ascertaining that the agreement is being adhered to; provided however, that there is no interruption of the Employer's working schedule. The Union shall provide the Employer with a written list of the authorized representatives which list may be changed from time to time by written notice to Employer.

B. The Union shall notify the Borough in writing as to the names of the Chief Steward, five Stewards and its Executive Board Member at Large.

C. The appropriate Steward shall be permitted to visit with employees during working hours at their work stations for the purpose of investigating grievance matters by obtaining prior permission from the Department Head of the Department. Such permission will be granted as long as the work of the Department is not impaired. Further reasonable time so spent by Stewards shall be without loss of pay; excessive or abuse of time shall be without pay.

D. The Steward shall not give orders to employees nor countermand orders of supervisory personnel.

E. The Borough agrees to release the Chief Steward and Executive Board Member at Large at 4:00 p.m., if necessary, not more than once per month to attend local union meetings without pay.

## **SECTION 11. UNIFORMS**

A. The Borough will provide twelve (12) sets of uniforms for Public Works/Water Utility, Animal Control, Commercial Drivers and Custodian Supervisory employees for on-job use only, and will provide for cleaning of the uniforms. Protective coveralls shall be provided to employees in inspection capacities, such as health, fire and building inspection employees, which inspections may result in damage to the employee's clothing. Work shoes shall be provided to the designated employees in accordance with past practice.

B. Employees provided uniforms that are not washable will be reimbursed for one-half (1/2) of dry cleaning expenses upon presentation of appropriate documentation.

## **SECTION 12. PROBATIONARY PERIOD**

All new employees shall serve a probationary period of ninety (90) working days and shall be so advised when appointed.

A. PURPOSE. The purpose of the probationary period is to enable the employer to evaluate the employee's work performance and conduct in order to determine whether the employee merits permanent status.

B. EVALUATION. Constructive evaluations may be conducted during the probationary period. This evaluation should suggest ways for the employee to improve his/her skill and job performance.

C. EXTENDED PROBATIONARY PERIOD. In-recognition of the fact that a fair evaluation in some positions may take longer than ninety (90) working days, the Employer may extend the original 90 working day probationary period to provide for a second ninety work day probationary period; provided however, it is agreed that this extended probationary period may occur only upon recommendation of the employee's Department Head and the written

concurrence of the Union and the employee. The same terms of constructive evaluation set forth in the original probationary period shall apply to this extended probationary period.

D. COMPLETION OF PROBATION. The Borough has the right to deny permanent status to any probationary employee at any time during and/or prior to completion of probationary period, in which case and at such time, said employee's employment shall be terminated. Following successful completion of the probationary period, an appointee shall become a permanent employee and the employee's seniority will commence with the date of hire.

E. PROBATIONARY EMPLOYEE RIGHTS. A probationary employee shall generally enjoy the same benefits and rights as permanent employees, but shall not have recourse to the grievance procedure and may be separated without right of appeal.

#### **SECTION 13. RE-HIRED EMPLOYEES**

Former Union Employees who are subsequently re-hired shall receive compensation and benefits, such as vacation, utilizing their most recent date of hire as the reference date.

#### **SECTION 14. SALARIES**

A. Supervisory employees including Supervisors, Foremen, and Librarians shall receive salaries for employment in the years 2017, 2018, 2019, and 2020 in accordance with the Step Guide identified as Schedule "A" as attached hereto and incorporated herein. Employees shall advance on the salary guide by one step on January 1 of each year covered by this agreement. Effective January 1, 2018, the first two steps of each of the current guides shall be eliminated and four new steps will be added to current guides.

B. Salaries of employees at the top of the salary guide as of January 1, 2017 shall be increased by 2% for each year of this Agreement.

C. The Borough reserves the right to hire individuals at higher steps or rates of pay dependent upon education, training, certifications, and/or experience.

D. Notice shall be given to the union of all new hires subject to this Collective Bargaining agreement. Said notice shall include job title and rate of compensation.

E. Entry level salaries for the various job titles shall be as shown on Schedule "A" attached hereto and incorporated herein.

F. It is expressly agreed that, notwithstanding the above, the salaries of existing employees shall not be less than the entry level salaries for that employees' job title.

G. Employees reclassified to positions with a higher rate of pay shall receive the entry level salary for the new position or a four (4%) percent increase in the employee's current base salary, whichever is greater.

H. The Union may request, in the event particular employees have assumed additional responsibilities due to job related training or attainment of job-related certifications, that the Borough provide mid-year guide advancement for said individuals. The Borough shall not unreasonably withhold its approval for such mid-year guide advancement.

## **SECTION 15. LONGEVITY**

A. Full time employees hired before October 10, 1999, will receive, in addition to base salary, longevity pay at the rate of five hundred (\$500.00) dollars annually for each five (5) years of employment.

B. For all employees hired after October 10, 1999, the following longevity benefits shall be applicable:

In 2017, eligible employees will receive their step increase plus an amount equal to their 2016 accrued longevity plus \$100, which shall be added to their base salary. In 2018, eligible employees will receive their step increase plus an amount equal to their 2017 longevity (2016 longevity plus \$100), which shall be added to their base salary. In 2019, eligible employees will receive their step increase plus an amount equal to their 2017 longevity, which shall be added to their base salary. In 2020, eligible employees will receive their step increase plus an amount equal to their 2017 longevity, which shall be added to their base salary. Throughout the life of this Agreement, any employee who reaches the top of the Step Guide shall have their total accrued longevity as of December 31, 2016 plus \$100 permanently folded into their base salary.

C. In 2017, out of step employees will receive total accrued longevity as of December 31, 2016, plus \$100, added to their base salary. Starting January 1, 2018, 2019 and 2020, out of step employees will receive 2% added to their base salary after longevity folded in for 2017.

D. This longevity pay is payable the first day of the month following the anniversary date, and shall be payable in semi-monthly installments along with base salary.

## **SECTION 16. HOLIDAYS**

A. Employees shall be entitled to fourteen (14) paid holidays as follows:

New Years' Day	Labor Day
Martin Luther King's Day	Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Christmas Day	New Year's Eve

B. Whenever a holiday, as specified above, falls on a Saturday, the holiday shall be celebrated on the Friday before the holiday. Whenever a holiday, as specified above, falls on a Sunday, the holiday shall be celebrated on the Monday following the holiday.

C. Employees are required to work the last day prior to the holiday and the first working day following the holiday in order to be paid for the holiday, unless the employee is on an approved earned time leave.

D. If an employee works on a Sunday or a holiday (other than as a regularly scheduled workday) he shall receive an additional one (1) time of his straight time hourly rate for each hour worked on a Sunday or holiday. This provision shall not apply for Water Department employees who work a fluctuating workweek for the Borough when Sunday is their normally scheduled workday (for which no overtime shall be paid) or when Sunday is the 6<sup>th</sup> consecutive

workday (for which time-and-a-half shall be paid). Nor shall this provision apply for either Sunday or holiday work by the Borough's dispatchers.

E. An employee on sick leave for three (3) or more consecutive work days either before or after a holiday shall be eligible for holiday pay provided that acceptable medical evidence of the need for said sick leave is presented to the Borough Administrator.

## **SECTION 17. VACATIONS**

### **FOR EMPLOYEES HIRED PRIOR TO OCTOBER 10, 1999**

A. Full-time employees will receive vacations with pay as follows:

1. During the calendar year of appointment, an employee will earn one (1) day for each month worked to a maximum of ten (10) days.

2. During the calendar year after appointment, the employee will be credited with ten (10) days' vacation on January 1, but the vacation shall not be taken prior to June 1.

3. After the first full calendar year and through the fifth (5th) year: 10 days' vacation.

4. From the sixth (6th) year up to the tenth (10th) year, inclusive: 15 days.

5. From eleven (11) years to fifteen (15) years: 20 days.

6. From sixteen (16) years to twenty-nine (29) years: 25 days.

7. Thirty years and up: 30 days.

B. If an official holiday falls during an employee's vacation period, an additional day of vacation will be granted in lieu of the holiday.

C. An employee may reserve no more than five (5) vacation days into the ensuing year, if his or her vacation has not been used due to illness or action of the Employer.

D. The employer agrees to pay for vacation days prior to the employee going on vacation provided:

1. The employee is taking not less than five (5) days' vacation time; and,

2. The Borough Finance Office is notified in writing at least ten (10) days prior to the commencement of the vacation that the employee requests vacation pay prior to going on vacation.

E. PROCEDURE. All vacations must be scheduled and approved by the department head. It is his/her responsibility to schedule individual vacations so that the activities of the Employer will be carried on with a minimum of interruption and inconvenience.

F. PRO RATA ADJUSTMENT. It is assumed that an employee shall remain in the service of the Borough for the calendar year and the total number of vacation days shall be prorated and credited to the employee. If separation occurs before the end of the year and the employee has taken more vacation leave than that to which the employee is entitled, that employee shall be assessed the per diem rate of pay for the excess vacation leave, and same shall be deducted from final pay.

#### VACATIONS FOR EMPLOYEES HIRED AFTER OCTOBER 10, 1999

A. Full-time employees hired after October 10, 1999 will receive vacations with pay as follows:

1. During the calendar year of appointment, an employee will earn one (1) day for each month worked to a maximum of ten (10) days.

2. During the calendar year after appointment, the employee will be credited with 10 days' vacation on January 1, but the vacation shall not be taken prior to June 1.

3. After the first full calendar year and through the fifth (5th) year: 10 days' vacation.

4. From the sixth (6th) year up to the twelfth (12th) year: 15 days' vacation.

5. Beginning with the thirteenth (13th) year: 20 days' vacation.

B. If an official holiday falls during an employee's vacation period, an additional day of vacation will be granted in lieu of the holiday.

C. An employee may reserve no more than five (5) vacation days into the ensuing year, if his or her vacation has not been used due to illness or action of the Employer.

D. Employer agrees to pay for vacation days prior to the employee going on vacation provided:

1. The employee is taking not less than five (5) days' vacation time; and

2. The Borough Finance Office is notified in writing at least ten (10) days prior to the commencement of the vacation that the employee requests vacation pay prior to going on vacation.

E. PROCEDURE. All vacations must be scheduled and approved by the department head. It is his/her responsibility to schedule individual vacations so that activities of the Employer will be carried on with a minimum of interruption and inconvenience.

F. PRO RATA ADJUSTMENT. It is assumed that an employee shall remain in the service of the Borough for the calendar year and the total number of vacation days shall be prorated and credited to the employee. If separation occurs before the end of the year and the employee has taken more vacation leave than that to which the employee is entitled, that employee shall be assessed the per diem rate of pay for the excess vacation leave, and same shall be deducted from final pay.

## **SECTION 18. SICK LEAVE**

A. DEFINITION: Sick leave is the absence from post of duty of an employee because of illness, accident (not arising out of, or in the course of, his employment), exposure to contagious disease, or attendance upon a member of the employee's immediate family who is seriously ill and requires the care or attention of such employee. Sick leave shall also be interpreted to include maternity leave.

B. POLICY:

1. Full-time employees shall receive fifteen (15) days of sick leave per year, except that during the first calendar year of service, a full-time employee shall earn one (1) working day of sick leave for each month of service, but no more than five (5) days.

2. Sick leave not taken shall accumulate to the employee's credit from year to year, and such employee shall be entitled to such accumulated sick leave with pay if and when needed. However, no employee shall be allowed to accumulate a total sick leave in excess of 260 days.

3. It is assumed that an employee shall remain in the service of the Borough for the calendar year and the total number of sick days shall be prorated at the rate of one and one quarter ( $1 \frac{1}{4}$ ) days per month and credited to the employee. If separation occurs before the end of the year and the employee has taken more sick leave than that to which the employee is entitled, that employee shall be assessed the per diem rate of pay for the excess sick leave, and same shall be deducted from final pay. Employees who do not use any sick time in a given year will earn an additional personal day in the following year.

4. A medical certificate may be required as proof of the employee's illness or of the need for the employee's attendance upon a member of his/her family. The medical certificate will be required after absence of five (5) or more consecutive days or for every absence above ten (10) in a calendar year.

5. In case of leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

6. Abuse of sick leave is grounds for disciplinary action.

7. For the purpose of sick leave, "immediate family" means: spouse, child, step-child, foster-child, or other individuals residing in the employee's household.

8. An employee who has exhausted his/her paid sick leave, vacation and personal days, may be granted unpaid sick leave of absence for a maximum of four (4) calendar months. During this time health benefits will continue to be paid by the Employer.

9. If, at the end of four months the employee is unable to return to work, he/she will be terminated from employment.

10. The employee must submit a written request to the Borough Administrator for a sick leave of absence. If the employee is unable to make this request personally it may be made by an immediate family member or, in the absence of such a family member, may be made by the employee's Department Head.

11. Employees wishing to take sick leave must notify their Department Head within thirty (30) minutes of their scheduled starting time each day of the required absence.

12. If medical certificate is required, it shall be given to the employee's Department Head prior to returning to work. The Department Head will forward the medical certificate to the Administrator's Office for inclusion in the employee's personnel folder.

13. Upon retirement employees hired prior to January 1, 1994 will be reimbursed for up to 260 days of accumulated sick leave.

14. An employee hired after January 1, 1994 will be paid on retirement for one-half of the employee's accumulated sick leave, not to exceed \$15,000.00.

15. An employee hired after January 1, 2018 shall not be eligible to receive any pay for accumulated sick leave upon retirement.

## **SECTION 19. BEREAVEMENT LEAVE**

A. An employee may be granted time off with pay, not to exceed five (5) days, in the event of a death in his/her immediate family. The time off shall not be charged to vacation, personal, or sick leave. NOTE — "immediate family" means spouse, father, mother, foster-parent, step-parent, father-in-law, mother-in law, child, step-child, foster-child, grandparent, grandchild, sister, brother; and aunt, uncle, nephew, niece, or other relative of the employee residing in the employee's household.

B. The Borough may also provide three (3) days leave in the event of the death of a relative not a member of the employee's immediate family or household.

C. Any additional leave must be approved by the employee's Department Head and charged against vacation, sick, or personal leave.

D. PROCEDURE: An employee should notify his/her department head of a death in his/her family and of the need for leave as soon as possible.

E. Any leave beyond the normal bereavement leave should be requested when the Department Head is first notified. The Department Head may require that the employee explain the need for additional leave. The employee should designate the leave to be charged whenever the additional leave is granted. Reasonable proof of death and relationship may be required.

## **SECTION 20. CALL-IN PAY**

If an employee is recalled to duty, he shall receive a minimum guarantee of two (2) hours compensation at the overtime rate. The Borough shall have the right to retain the employee on duty for the minimum time period.

## **SECTION 21. POSTING OF JOB OPENINGS**

A. All job openings or vacancies shall be posted on the Bulletin Boards for a period of one week prior to public advertisement. During such time employees who are interested in being considered for the position may submit their application to the Borough Administrator.

B. Selection for filling such openings shall be made on the basis of skill, ability and experience. When all factors are otherwise equal, seniority shall be the governing factor.

## **SECTION 22. OUT OF TITLE PAY**

A. An employee may be temporarily assigned to functions of a different job classification with a higher pay within the unit covered by this Agreement for a reasonable period of time (a reasonable period of time is defined as three (3) consecutive working days). Commencing on the fourth (4th) consecutive day, the employee's compensation shall be increased to the entry level rate of the different job classification, or four percent (4%) more than the employee's current pay, whichever is higher. An employee temporarily assigned functions of a lower rated job shall continue to receive his/her regular rate of pay.

B. A temporary assignment to a different, higher paying job classification requires the employee to assume all duties and responsibilities of the new position in order to receive the higher rate for the job.

## **SECTION 23. LEAVES OF ABSENCE**

A. Any employee desiring a leave of absence from the Borough shall secure written permission from the Borough. Such leaves shall be without pay.

B. Approval of such leave of absence shall be at the sole discretion of the Borough.

C. The maximum leave of absence shall be for three months. The leave may be renewed for one three month period upon request. Additional leave can be considered upon request.

D. Seniority shall continue to accrue while an employee is on a leave of absence.

E. Denial of request for leave of absence by the Borough shall not be grounds for grievance or arbitration.

## **SECTION 24. PERSONAL DAYS**

A. Full-time Borough employees are credited with four (4) days per calendar year in addition to existing vacation and sick leave. Personal days may be taken in increments of one-half (1/2) day. Personal days shall not accumulate from year to year.

B. PROCEDURE. An employee wishing to take a personal day must submit a request in writing to his/her Department Head at least 24 hours in advance.

C. Department heads will make every effort to honor the request. The Department Head will approve or disapprove the request in writing and will forward it to the Borough Administrator for inclusion in the employee's personal folder.

D. It is assumed that an employee shall remain in the service of the Borough for the calendar year and the total number of personal days shall be prorated at the rate of one personal day for every three (3) months of service and credited to the employee. If separation occurs before the end of the year and the employee has taken more personal leave than that to which the employee is entitled, that employee shall be assessed the per diem rate of pay for the excess personal leave, and same shall be deducted from final pay.

## **SECTION 25. MEDICAL BENEFITS**

A. COVERAGE: All full-time employees are provided Medical, Hospital, Dental and Co-Pay Prescription insurance on a group basis at Borough expense. Coverage shall be effective (30) days after date of employment and shall continue for one (1) month following the month of termination of employment, except as provided in Section 29 "Layoffs and Recall", Paragraph G herein. ~~All eligible employees hired on or after January 1, 2018 may enroll in 3-Tier Health Plan options (AmeriHealth/Aetna) and a Step Therapy/Generic Prescription Plan.~~ MOA 2311804\_1

B. CHANGES: The Borough retains the right to change insurance carriers so long as substantially similar benefits are provided. Employees shall report any changes in employee's marital status or dependents covered so as to insure complete medical coverage.

1. CADILLAC TAX ~~The Borough shall provide the health-care insurance protection currently provided as of the date of the contract, subject to the limitations set forth herein. The Affordable Care Act (ACA) will levy excise taxes for plans over certain statutory thresholds beginning on January 1, 2020. Beginning with the 2020 plan year, and thereafter on an annual basis, the Borough will make any necessary changes to the Borough sponsored health coverage provided to employees such that the total plan coverage cost is less than or equal to the thresholds set forth in 26 USC Section 49801 in order to avoid excise taxes or fees related to the ACA, as long as the insurance coverage provided is greater than or equal to the current insurance coverage. In the event any taxes, including excise taxes, or fees are levied on the healthcare benefits as mandated by state or Federal legislation and plan changes are not sufficient to avoid~~ MOA 2311804\_1

~~such taxes or fees, these taxes or fees shall be the responsibility of and be paid by each employee (in addition to any employee contributions required under Chapter 78). Notwithstanding Section 32 of this Agreement, if, during the term of this Agreement, any excess taxes or fees are unavoidable based on the medical insurance plan provided, either the Union or the Borough may request that the parties meet for the sole purpose of discussing alternative options for changes to medical insurance to avoid excess taxes and fees.~~

C. CO-PAY: All employees hired after January 1, 1994 will contribute up to 15% of the cost of the medical benefit insurance premium. However, such co-payment shall not exceed 5% of the individual employee's base salary. For 2017, employees shall continue to contribute towards their premiums at Tier 4 of Chapter 78. For 2018, employees shall contribute towards their premiums at Tier 3 of Chapter 78. For 2019 and 2020, employees shall contribute towards their premiums at Tier 2 of Chapter 78.

D. OPTIONAL MONEY IN LIEU OF MEDICAL BENEFITS: An employee who demonstrates to the Borough that he or she has duplicate health insurance coverage and desires to discontinue Borough coverage may do so, and, in that event, the Borough will pay the employee in regular paycheck pro rata installments additional compensation representing 25% of the cost of the health insurance plan being waived by the employee up to a maximum of \$5,000.00. This compensation is taxable, but is not considered to be salary. Such an employee would be required to sign a waiver acknowledging that if he or she chooses to return to Borough coverage, this payment shall cease and such employee will be treated for such benefits as a new enrollee. The waiver shall also state that there may be conditions imposed upon the Borough by the insurance carrier such as, but not limited to, non-coverage for pre-existing conditions and 30 day waiting period. ~~In no case can the additional~~

E. CONTINUATION OF COVERAGE AFTER RETIREMENT. Pursuant to N.J.S.A. 40A:10-23, the Borough will provide paid medical benefits for the retiring employee and his/her spouse under the following conditions:

1. The employee retires with twenty-five (25) years of service credit in the Public Employees Retirement System with the last twenty (20) years of consecutive employment with the Borough as of the date of retirement, or

2. The employee retires with twenty (20) years of service credit in the Public Employees Retirement with the last fifteen (15) years of service with the Borough and attains the age of 62 at the time of retirement; or

3. The employee retires on a disability pension approved by the Public Employees Retirement System.

4. If the employee is eligible for free insurance through other employment or that of his/her spouse, the Borough will not provide retiree insurance to the employee (or the spouse, if applicable). The retired employee will be required to sign an affidavit stating that he/she does not have any other health insurance coverage (either through other employment or through his/her spouse). This provision applies to all employees who have retired after January 1, 1962.

5. Any employee who retires from the employ of the Borough (but who are not otherwise eligible for Borough-paid retiree health insurance pursuant to Sections 1 and 2 above), as well as any part-time Borough employee who has participated in the Borough's Group Health Plan during his/her employment, may continue to receive health insurance coverage after retirement on a full contributory basis (i.e. the retiree pays the full cost of health insurance).

6. Employees hired on or after January 1, 2018 shall not be eligible for Borough-paid medical benefits upon retirement.

## **SECTION 26. DISABILITY INSURANCE**

During the term of this Agreement, the Employer shall continue to enroll the employees in the State of New Jersey Disability Insurance Plan (Co-Contributory).

## **SECTION 27. JURY DUTY**

A. An employee who is required to serve as grand or petit juror shall be paid his/her regular rate of pay by the Borough. Any compensation the employee receives as a juror shall be returned to the Borough.

B. PROCEDURE. An employee who is summoned for service as a grand or petit juror shall immediately provide his/her Department Head with a copy of the summons so that arrangements may be made to cover his/her assignments.

C. If the employee is released early from jury duty, he/she should contact his/her Department Head to determine whether his/her services are required for the remainder of the day.

## **SECTION 28. LAYOFFS AND RECALL**

A. In the event of a reduction in force, seniority within the affected classification(s) shall be the determining factor in the order of layoffs provided the senior employee(s) have the qualifications to perform the remaining work. Senior employees who are displaced may bump less senior employees in positions where the senior employee has the ability to perform the requirements of the job upon passing an evaluation in which the senior employee demonstrates an ability to perform the essential functions of the new position, without retraining, or obtaining a new certification or license. Recall shall also be determined by seniority and the ability to perform the functions of the job for which recall is made.

B. For purposes of layoffs and bumping, the negotiating unit is not Borough-wide. Bumping shall be to related job classifications or titles in Schedule "A".

C. In the event the bumping involves a downgrade in position, then the bumping employee's compensation will be adjusted to the compensation of the new position with the appropriate adjustment for years of service. For example, if an employee has ten years' service and has to bump down the employee would be paid that salary which would be equal to the new position held by an employee often years' service.

D. Notice of re-employment to an employee who has been laid off shall be made by certified mail to the last known address of such employee.

E. Each employee is required to notify the Borough of any change of address and/or telephone number within two (2) working days of said change.

F. Employees shall retain recall rights for a period of one (1) year from the date of layoff. Upon notice of recall, employees shall, within 36 hours, make arrangements with the Borough or their return to work. The employees shall be required to return to work within five (5) working days from the notice of recall.

G. In the event of a lay-off or termination of employment under this Section, the Borough agrees to provide to such employee the following:

1. Employees being laid off shall be given- a minimum of two weeks' notice or two weeks' pay in lieu thereof. This payment is in addition to item immediately below.
2. Continued medical benefits for a period not to exceed ninety (90) days.
3. One week's pay for each full year of service to the Borough to a maximum of twenty-five (25) weeks' wages.
4. Pay for all vacation, personal and compensatory time in wages that have been earned and accrued at the time the lay-off occurs.

## **SECTION 29. PERSONNEL POLICIES AND WORK RULE MANUALS**

- A. The parties understand that they are bound by the personnel handbook issued by the Borough of Red Bank to the extent that it is not inconsistent with any specific provisions hereof.
- B. The employer may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.
- C. Any proposed new rules, regulations or procedures or any changes in rules, regulations or procedures which directly affect the terms and conditions of employment shall be discussed with the Union.
- D. Whenever possible, the Union shall be provided with 30-day advance written notice of any change in the personnel handbook or work rules.

## **SECTION 30. NO-STRIKE ETC.**

- A. It is understood that there shall be no strikes, sit-downs, slowdown, work stoppage or limitation upon activity or production during the life of this Agreement, nor shall any officer, representative or official of the Union, authorize, assist, take part in, or encourage any such strikes, sit downs, slowdowns, concerted failure to report for duty, work stoppage or limitation upon production against the Borough. If any employee, or group of employees, represented by the Union, should violate the intent of this paragraph, the Union through its proper officers, shall promptly notify the Borough in writing of its disapproval of such violation.

- B. The Borough reserves the right to discipline or discharge any employee or employees who violate the provision of this Article.

C. 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 in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

**SECTION 31. SEPARABILITY AND SAVINGS**

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be in-operative but all other provisions shall not be affected thereby and shall continue in full force and effect. In such event, the parties shall meet to discuss the issue and attempt to negotiate replacement language if needed.

**SECTION 32. COMPLETE CONTRACT**

It is agreed and understood between the parties that this Agreement constitutes the entire understanding between the parties and may only be modified by the mutual written agreement of the parties. The Union agrees not to pursue alleged retroactive salary adjustments for mistakes and/or violations which occurred under a prior Agreement.

**SECTION 33. DURATION OF AGREEMENT**

The provisions of this Agreement shall be effective on January 1, 2017, and shall remain in full force and effect up to and including December 31, 2020, at which time it shall expire, unless an extension is agreed to by both parties and expressed in writing prior to that date. The provisions are applicable to those employees actively employed at the date of the signing of this Agreement and to those subsequently hired. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than sixty (60) days prior to such expiration date.

BOROUGH OF RED BANK  
PAY SCALE FOR CWA 1675 SUPERVISORY WORKERS

2017=260 work days 2018=261 work days 2019=261 work days 2020=262 work days

<b>BOROUGH OF RED BANK</b> <b>RANGE CWA 2017-2020 – SUPERVISORS</b>								
		<b>LIBRARIAN/FOREMAN/SUPERVISORS-40 HR/WEEK</b>						
	2017	Annual Salary	2018	Annual Salary	2019	Annual Salary	2020	Annual Salary
Level 1								
Level 2	\$25.84	\$53,756.11						
Level 3	\$27.06	\$56,291.29	\$27.59	\$57,605.47	\$28.14	\$58,757.47	\$28.70	\$60,162.24
Level 4	\$28.27	\$58,791.33	\$28.82	\$60,180.80	\$29.38	\$61,849.71	\$29.90	\$62,669.00
Level 5	\$29.39	\$61,141.12	\$30.03	\$62,706.04	\$30.62	\$63,942.10	\$31.14	\$65,279.85
Level 6	\$30.44	\$63,322.54	\$31.16	\$65,058.85	\$31.83	\$66,468.40	\$32.38	\$67,877.85
Level 7	\$31.48	\$65,480.90	\$32.19	\$67,221.13	\$32.95	\$68,799.74	\$33.58	\$70,392.84
Level 8	\$32.54	\$67,689.76	\$33.21	\$69,348.05	\$33.96	\$70,918.30	\$34.68	\$72,689.16
Level 9	\$34.02	\$70,766.68	\$34.25	\$71,517.49	\$34.96	\$72,988.82	\$35.66	\$74,749.51
Level 10	\$35.38	\$73,592.51	\$35.72	\$74,590.80	\$35.96	\$75,093.36	\$36.62	\$76,748.72
Level 11			\$37.06	\$77,384.65	\$37.42	\$78,133.86	\$37.58	\$78,773.22
Level 12			\$37.52	\$78,545.42	\$38.73	\$80,866.96	\$39.01	\$81,766.64
Level 13			\$37.99	\$79,330.87	\$39.22	\$81,883.60	\$40.28	\$84,423.85
Level 14			\$38.18	\$79,727.53	\$39.51	\$82,504.11	\$40.69	\$85,279.73

**BOROUGH OF RED BANK  
RANGE CWA 2017-2020 – SUPERVISORS**

<b>LIBRARIAN /FOREMAN/SUPERVISORS-35 HR/WEEK</b>								
	2017	Annual Salary	2018	Annual Salary	2019	Annual Salary	2020	Annual Salary
Level 1								
Level 2	\$25.84	\$47,036.60						
Level 3	\$27.06	\$49,254.88	\$27.59	\$50,404.59	\$28.14	\$51,412.78	\$28.70	\$52,641.96
Level 4	\$28.27	\$51,442.41	\$28.82	\$52,658.20	\$29.38	\$53,680.99	\$29.90	\$54,835.38
Level 5	\$29.39	\$54,498.48	\$30.03	\$54,867.79	\$30.62	\$55,949.34	\$31.14	\$57,119.87
Level 6	\$30.44	\$55,407.22	\$31.16	\$56,926.50	\$31.83	\$58,159.85	\$32.38	\$59,393.12
Level 7	\$31.48	\$57,295.78	\$32.19	\$58,818.49	\$32.95	\$60,199.77	\$33.58	\$61,593.73
Level 8	\$32.54	\$59,228.54	\$33.21	\$60,679.54	\$33.96	\$62,053.51	\$34.68	\$63,603.02
Level 9	\$34.02	\$61,920.84	\$34.25	\$62,577.80	\$34.96	\$63,865.22	\$35.66	\$65,405.83
Level 10	\$35.38	\$64,393.45	\$35.72	\$65,266.95	\$35.96	\$65,706.69	\$36.62	\$67,155.13
Level 11			\$37.06	\$67,711.57	\$37.42	\$68,367.13	\$37.58	\$68,926.57
Level 12			\$37.52	\$68,727.24	\$38.73	\$70,758.59	\$39.01	\$71,545.81
Level 13			\$37.99	\$69,414.51	\$39.22	\$71,648.15	\$40.28	\$73,870.88
Level 14			\$38.18	\$69,761.59	\$39.51	\$72,191.09	\$40.69	\$74,619.76

CWA LOCAL 1075 SUPERVISORS

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, do hereby consent and agree to the terms set forth in this contract and set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BOROUGH OF RED BANK, EMPLOYER

BY:

PASQUALE MENNA, Mayor

Dated:

CWA LOCAL 1075 SUPERVISORS

BY:

KEVIN P. TAURO, President

Dated: 3-26-2020

BY:

GEORGE JACKSON

CWA National Staff Representative

Dated: 03/10/2020