

## Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/23/23 thru 12/31/27.

Employer: Borough of Deal  
County: Monmouth  
Date: 01/21/24  
Name: Ronen Neuman  
Print Name  
Title: Chief of PD, Acting Admin /  
ms Clerk  
R. Neuman  
Signature

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**BOROUGH OF DEAL, MONMOUTH COUNTY**

**AND**

**COMMUNICATION WORKERS OF AMERICA,**

**LOCAL 1075**

**Effective January 1, 2023 through December 31, 2027**

**PREAMBLE**

**THIS AGREEMENT** made this 2 day of January, 2018, between The **BOROUGH OF DEAL, MONMOUTH COUNTY, NEW JERSEY**, a municipal Corporation of the State of New Jersey (hereinafter referred to as the "Borough"), and **COMMUNICATION WORKERS OF AMERICA, LOCAL 1075** (hereinafter referred to as the "Union"), represents the complete and final understanding for all negotiable issues between the Borough and the Union for the term of this Agreement.

**ARTICLE I**  
**RECOGNITION**

The Borough hereby recognizes the Union pursuant to Public Employment Relations Commission Docket No. RO-2018-15 as the exclusive representative for collective negotiations for all regularly employed blue-collar employees employed by the Borough of Deal in the following job classifications:

- |                   |          |
|-------------------|----------|
| DPW Foreman       | Mechanic |
| Beach Maintenance | Laborer  |

The Borough will have the sole discretion on how many personnel shall be assigned to the job classifications and may leave one or more positions vacant as they see fit.

But excluding all other Borough employees, managerial executives, confidential employees, craft employees, professional employees, casual employees, police employees, firefighters (fire drivers), and supervisors within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A 34:13A-1 et seq.

If the Borough establishes a new job title and/or position, it shall notify the Union and provide the Union with a copy of the applicable job description. Should the Union determine that the new position appropriately should be included in the negotiations unit, it shall notify the Borough in writing and seek an agreement to add that position to the Recognition Article. If the parties cannot reach agreement on the inclusion of a new Position in the negotiations unit, the Union may initiate an appropriate Petition before the Public Employment Relations Commission.

**ARTICLE II**  
**EQUAL TREATMENT**

- A. The Borough and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, political affiliation or sexual orientation.
- B. The Borough and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

**ARTICLE III**  
**MANAGEMENT RIGHTS**

- A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights:
  - 1. The executive management and administrative control of the Borough government and its properties and facilities and activities of its employees by utilizing the personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
  - 2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
  - 3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety

and/or the effective operation of the Borough after advance notice thereof to the employees.

4. To suspend, demote, discharge or take any other disciplinary action against any employee for good and just cause according to the law.
- B. Nothing contained herein shall be construed to deny or restrict the Borough in the exercise of its rights, responsibilities and authority under N.J.S.A. 40A, or other national, state, county or local laws.

#### **ARTICLE IV**

#### **UNION RIGHTS**

- A. Upon twenty-four (24) hour prior notice to the Borough Administrator, the Union shall have the right to hold meetings to conduct Union business in Borough facilities, either before or after the regular work day. No such meeting shall interfere with efficiency of Borough operations.
- B. The Shop Steward shall have the right to meet with the Borough Administrator while on duty for the adjustment of disputes between the Borough and the Union. Any such meeting shall not interfere with the efficiency of operations.
- C. The Shop Steward shall be furnished with copies of all directives, orders, rules and regulations, and procedures, which are in writing for employees covered by this Agreement. Said copies shall be furnished to the Shop Stewards, Delegate or a designee within one (1) week of their promulgation.
- D. The Union, with the prior approval of the Borough Administrator, shall have the right to use Borough office equipment when such equipment is not otherwise in use. The right to use said equipment shall be limited to Union business. The Union shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.
- E. The Union shall have the right to use the inter-borough mail facilities, which use shall be limited to Union business.

- F. Whenever any member of the Union is required to appear in any dispute or proceeding involving the Union and the Borough, including negotiations, grievance proceedings or labor/management meetings, he shall suffer no loss in pay.

## **ARTICLE V**

### **MAINTENANCE OF OPERATIONS**

- A. The parties agree that there shall be no lockouts, strikes, work stoppages, job actions, or slowdowns during the life of this Agreement. No officer or representative of the Union shall authorize, instigate, or condone such activity, nor shall any employee participate in such activity. In the event employees engage in any activity prohibited by this section, the Union shall use its best efforts to terminate such activity.
- B. It is understood that violation of the provisions of this Article may subject any employee participating in or condoning such activity to disciplinary action by the Borough. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline.
- C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned or support any such activity aforementioned or support any such activity by any other employee or group of employees of the Borough, and that the Union will in writing disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.
- D. Nothing contained in this Article shall limit the Borough in its remedies for the prohibited activities noted herein, in law or in equity. Such remedies shall include actions in law or in equity for breach of contract and other damages in the event that the Union has authorized or failed in writing to disavow such action.

## ARTICLE VI

### GRIEVANCE PROCEDURE

- A. To provide for the expeditious and mutually satisfactory settlement of grievances arising under this Agreement, the following procedures shall be utilized. For the purposes of this Agreement, the term, "grievance" means any controversy arising over the interpretation, application or alleged violation of the express terms of this Agreement. The grievance shall be in writing and shall be reasonably specific as to the provision of the Agreement alleged to have been violated.
- B. An employee, the Union, group of employees, or the Borough may file a grievance.
- C. The procedure for settlement of grievance shall be as follows:
1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Union to move on to the next step of the grievance procedure no later than five (5) working days from the date upon which the Borough's response was due. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a complete waiver of further appeal of the decision. Any matter involving a monetary issue shall be forwarded to the Borough Administrator for approval.

② **STEP ONE:**

A grievance may first be raised orally with the Superintendent, Administrator or designee within five working days of the date of the alleged infraction, in an effort to resolve an issue quickly and informally. If the grievance is not satisfactorily resolved within four (4) working days after the grievance was made known, the grievance will be reduced to writing and submitted to the appropriate management representative.

3. **STEP TWO:**

If no satisfactory resolution of the grievance is reached at Step One, then within five (5) working days of the receipt of the Step One decision, the grievance shall be presented in writing by the employee or the Union and

signed by the shop steward and forwarded to the Borough Manager. The Borough Manager, or his designee, shall render a decision and present it to the grievant and the Union within ten (10) working days after the grievance was first presented to him.

#### 4. ARBITRATION

- (a) If no satisfactory resolution of the grievance is reached at Step Two, then within ten (30) calendar days of the receipt of the Step Two response, the Union may file a Request for Submission of a Panel of Arbitrators with the New Jersey Public Employment Relations Commission (“PERC”). The arbitrator shall be selected pursuant to the rules and regulations of PERC.
- (b) The arbitrator shall have full power and hear and determine the dispute, and his decision shall be final and binding on the parties. The arbitrator shall set forth his findings of fact and reasons for making the award. The arbitrator shall set forth his findings of fact and reasons for making the award. The arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of the Agreement. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.
- (c) The cost for service of the arbitrator shall be borne equally between the Borough and the Union.



**ARTICLE VII**  
**WAGES**

Existing employees will be placed on the Salary Guide below at a step as agreed effective January 1<sup>st</sup>, 2023. On the anniversary of an employee's date of hire he/she will advance one step. The Salary Guide below includes a 1.5% percent annual adjustment effective each January 1<sup>st</sup>.

The salary guide for Laborer will be as follows:

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
1	40,000.00	40,600.00	41,209.00	41,827.14	42,454.54
2	43,200.00	43,848.00	44,505.72	45,173.31	45,850.91
3	46,656.00	47,355.84	48,066.18	48,787.17	49,518.98
4	50,388.48	51,144.31	51,911.47	52,690.14	53,480.50
5	54,419.56	55,235.85	56,064.39	56,905.36	57,758.94
6	58,773.12	59,654.72	60,549.54	61,457.78	62,379.65
7	na	na	63,315.35	64,265.08	65,229.05

Employees with twenty-four or more years of service as of 1/1/2023 will receive the following adjustments to their agreed upon base salary:

<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
8.0%	2.0%	2.0%	1.0%	1.0%

The salaries for employees with the title of mechanic will be as follows.

<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
70,133.50	71,536.17	72,966.90	73,696.57	74,433.53

The salaries for employees with the title of beach maintenance will be determined upon hiring based on skills and abilities. In accordance with skills and abilities upon hire, Beach Maintenance employees may be slotted into the Laborer guide at an advanced step if agreeable between the parties. In the alternative, the parties will establish a separate salary progression for such employees.

The salaries for employees with the title of DPW Forman will be as follows.

<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
110,000.00	113,300.00	116,699.00	120,199.97	123,805.96

The Borough reserves the right to start newly hired employees at any Step on the Salary Guide provided it is not above a more senior employee in the same job classification. This shall not apply to the Beach Maintenance position as noted above.

**ARTICLE VIII**  
**LONGEVITY**

Employees covered by this Agreement will receive, in addition to base salary, annual longevity payments as follows, effective January 1, 2009:

<b><u>YEARS OF SERVICE</u></b>	<b><u>LONGEVITY</u></b>
Upon completion of 5 years And up to completion of 10 years	\$1,500
Upon completion of 10 years And up to completion of 15 years:	\$2,250
Upon completion of 15 years And up to completion of 20 years	\$2,850
Upon completion of 20 years And thereafter:	\$3,450

Such payments will be added to base salary and paid accordingly.

Longevity will no longer be paid to any employee effective January 1, 2023.

**ARTICLE IX**  
**HOURS OF WORK**

- A. The normal weekly work schedule shall consist of five (5) days of eight (8) hours each. The normal workweek for employees will be from Monday through Friday.
- B. Lunch Period: Lunch period shall consist of thirty (30) minutes, for which the employees shall be paid.
- C. The eight (8) hour workday referred to in Section A of this Article shall begin no earlier than 4:00 a.m. and shall end no later than 4:30 p.m. Anything contained herein notwithstanding, in the period from May 15<sup>th</sup> through and including September 15<sup>th</sup>, the Borough may schedule employees to work in the Deal Casino for a workday ending no later than 5:30 p.m.
- D. The Borough shall provide one week's notice to the employee of any change to his normal seasonal and other long term changes to the work schedule, except in cases of emergency. For temporary filling of openings to cover unscheduled absences, forty-eight (48) hours notice shall suffice.

**ARTICLE X**  
**OVERTIME**

A. **General**

- 1. The Borough and the Union recognize that the Borough may require overtime work beyond the employee's standard daily or weekly schedule and that the jobs involved must be adequately staffed by qualified employees working on an overtime basis.
- 2. The Borough shall establish the amount of overtime and the schedule for working such overtime and employees shall work such overtime as scheduled unless excused by the Borough.
- 3. Overtime for Laborers shall be distributed as follows:
  - a. A list of employees holding the title of Laborer shall be prepared by the Superintendent of Public Works and posted on the basis of most

senior employee to least senior. This list shall be revised and updated with each change in personnel.

- b. Overtime opportunities for laborers will be offered first to the most senior employee on the list, regardless of the type or length of overtime involved. The employee may accept or reject the overtime opportunity.
  - c. If rejected, the overtime is offered to the next most senior employee on the list.
  - d. If all employees reject the overtime opportunity, or if there is an insufficient number of volunteers for the overtime opportunity, the Superintendent of Public Works shall return to the least senior employee(s) on the list and direct him/them to work. The employee(s) may not refuse.
4. Overtime for employees in job titles other than Laborer shall be distributed on an as-needed basis, in accordance with past practice, without regard to the provisions of subsection 3 above.
  5. It is understood and agreed that the unit members, as public employees, have a duty and obligation to respond in an affirmative manner during weather or other emergencies which may negatively impact on the safety and welfare of the general public, such as snow storms.
  6. Likewise, it is understood and agreed that the Borough has a duty and obligation to insure to the fullest extent possible, the safety and well-being of the workers that are serving the Borough under such adverse conditions.
  7. During weather or other emergencies requiring extended hours of work, the Borough and Union agree that the safety of the employees, the public, the facilities and equipment requires that employees working extended hours have reasonable rest and meal breaks.
  8. To facilitate the needs of the Borough to handle emergencies that arise, employees are expected to provide a working telephone number and make all reasonable effort to answer/reply immediately when called. Failure to answer a call will result in the employee being passed over and the next person on the

list will be offered the overtime opportunity without recourse to the grievance procedure. Repeated failure to answer/respond in a timely manner may result in discipline.

**B. Overtime for Employees**

1. Overtime will be paid at the rate of time and one-half the employee's regular hourly rate of pay for all hours worked in excess of eight (8) per day; and for all hours worked on Saturday, Sunday and recognized holidays under this agreement.
2. Time within the employee's standard weekly work schedule for which s/he receives pay from the Borough for approved absence shall be credited to time worked when computing forty (40) hours at straight pay.
3. An employee who is called back for overtime shall be paid as of the time of his/her arrival at the job site.
4. Overtime shall be calculated in fifteen (15) minute increments. Employees shall be credited with fifteen (15) minutes of overtime for every fifteen (15) minutes, or portion thereof, of overtime worked. If an employee works from one (1) to fifteen (15) minutes overtime, then he shall be paid for fifteen (15) minutes of overtime. If an employee works sixteen (16) to thirty (30) minutes of overtime, then he shall be paid for thirty (30) minutes of overtime. If an employee works thirty-one (31) to forty-five (45) minutes of overtime, then he shall be paid for forty-five (45) minutes of overtime. . If an employee works forty-six (46) to sixty (60) minutes of overtime, then he shall be paid for sixty (60) minutes of overtime.
5. Overtime shall be paid in the pay period immediately following the pay period in which it is earned.
6. "Employees will have the choice of receiving compensatory time in lieu of overtime pay for overtime hours worked. Comp time may be accumulated up to a maximum of forty (40) hours. Comp time used may be replenished only up to the maximum of forty hours. Comp time is earned at the same time and

one-half rate for overtime worked. Comp time not used in a calendar year will roll over into the succeeding year.

**C. Emergency**

1. Work assignment during designated emergency
  - a. Whenever an emergency because of Acts of God, weather, floods, is declared by the Governor of New Jersey, the Monmouth County Freeholders or the Borough Mayor, Manager, Emergency management Coordinator, Director of Public Works or his/her designee; al Public Works employees must accept all regular and overtime work assignments during that emergency.
2. If an employee works eight (8) or more continuous hours of overtime, he shall be entitled to a \$10.00 meal allowance or a meal provided at the expense of the Borough.
3. If an employee is called back into service and said call back is not continuous in time with the scheduled work day, said employee shall receive a minimum of two (2) hours paid overtime. Should time spent in service exceed the minimum two (2) hours, the employee shall be paid for the actual time worked, as approved b the employee's supervisor.

**ARTICLE XI**  
**HOLIDAYS**

A. The following days are designated as paid holidays by the Borough:

New Year's Day	Martin Luther King's Birthday
Presidents' Day	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day

\*One (1) Floating Holiday

*\*Note: The employee must schedule the Floating Holiday seven (7) days in advance. No more than two (2) employees out at a time.*

- B. When a holiday falls on a Sunday, it shall be observed on the following Monday. In the event a holiday falls on a Saturday, it shall be observed on the previous Friday. If an official holiday occurs when an employee is on sick leave or vacation, s/he shall not have that holiday charged against his/her sick leave or vacation.
- C. Employees who are required to work on any of the aforementioned holidays shall be paid straight time for the holiday as such, plus time and one-half (1½) for all time worked which shall be paid as part of the employee's next paycheck.
- D. In addition to the holidays noted in Section A above, employees covered by this Agreement will be entitled to the provisions of this Article for those holidays which are proclaimed by the Mayor and Commissioners for all Borough employees.

**ARTICLE XII**  
**VACATION**

A. Full-time employees shall be granted leave with pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Working Days Per Year</u>
After 1 year through 4 years service	Ten (10) days
5 years through 9 years service	Fifteen (15) days
10 years through 14 years service	Eighteen (18) days
15 years through 19 years service	Twenty (20) days
20 years or more of service	Twenty-five (25) days

- B. Employees shall provide not less than one (1) week notice to the Superintendent of Public Works or his/her designee when requesting more than two (2) days of vacation leave. The Superintendent of Public Works may waive these requirements in cases of extreme emergency.
- C. An employee who is retiring or who otherwise separates in good standing, having completed not less than five (5) years of service, shall be entitled to the vacation allowance for the current year on a pro-rated basis.
- D. When a permanent employee dies, having to his credit any annual vacation leave, there shall be paid to his estate a sum equal to said vacation leave.
- E. Senior employees shall be given preference in the selection of vacation periods providing the needs of the Borough are met. Once junior employees have scheduled vacations, senior employees will not be permitted to bump them.
- F. Employees must complete one (1) year of service to be eligible for vacation.
- G. If vacation leave is not requested or granted, the employee may carry over such accrued but unused vacation leave into the next succeeding calendar year only, and such leave must be taken during that next succeeding year. An employee may not carry over more vacation in any year than the amount to which he is entitled in that year. (For example, an employee who is entitled to ten (10) vacation days in 1999 may carry no more than ten (10) days into 2000, to a total of 20 vacation days in



2000.) Employees that are unable or denied the use of vacation time due to the needs of the Borough may exceed the maximum carry-over with the prior approval of the Borough Administrator or designee.

- H. Upon retirement or resignation, an employee shall be paid by the Borough for the unused vacation days accumulated in the current year and any unused days carried over from the preceding year pursuant to Section G above. Said time shall be paid in wages, not subject to pension, at the per diem rate paid during the year of retirement or resignation, multiplied by the number of days to be redeemed.
- I. From May 1 through Labor Day of each calendar year no time off will be granted. Exceptions to this rule may be made at the sole discretion of the Superintendent if it does not cause staffing issues.

**ARTICLE XIII**  
**SICK LEAVE**

- A. Employees shall be granted sick leave with pay in the amount of one (1) working day (8 hours) for every full month of service in every calendar year. Sick leave earned but 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. The Borough may extend sick leave.
- B. An employee absent on sick leave shall report his absence at least one (1) hour prior to the start of his shift except where emergency circumstances prevent the employee from doing so. In those instances, the employee shall report his absence as soon as possible.
- C. In cases of leaves of absence ordered by the Monmouth County Health Department due to exposure to contagious disease, a certificate from the County Health Department shall be required before the employee may return to work, and time lost will not apply to sick leave or any loss of pay.
- D. An employee who terminates his or her employment with the Borough, or whose employment is terminated by the Borough, shall be entitled to sick leave on a prorated basis for that year.

- E. When a permanent employee dies, his estate shall be paid for his accumulated sick leave in cash pursuant to the provisions of Section E of this Article.
- F. Sick leave is to be used only in cases where the employee is ill and unable to work, or in cases of the serious illness of a family member. Employees absent on sick leave for three or more consecutive working days must submit a doctor's verification of illness or injury. If an employee is attending to an immediate family member, including civil union partner, a doctor's verification of that individual is required.
- G. The following conditions shall require a doctor's note for the employee or in the case of a family member of that individual:
  - a. An employee after the eighth day of absence on sick leave.
  - b. An employee is absent on sick leave for three (3) or more consecutive days.
  - c. On a day immediately prior to an "unavailable for duty" day off. An unavailable for duty would consist of Vacation, Military Duty, Suspension, Leave of Absence, Personal, Bereavement, Union Business, excused without pay, Compensatory Time and Medically Excused.
  - d. On a day immediately after an "Unavailable for duty" day off.
  - e. On a day an employee has been "ordered" to work.
  - f. For the employee's birthday.
  - g. For days immediately prior or immediately after contractual holidays.
  - h. Any day during May 1<sup>st</sup> and Labor Day.
  - i. Pattern Days. A pattern day will be described as repeated absences on the same day of the week or month or year, occurring on 3 or more occasions.
  - j. Prior to the return to work, the Borough may require an employee to be examined by a physician designated by the Borough to verify fitness to return to normal duties. An employee will not be permitted to return to work until the verification is received.
- E. Employees hired after January 1, 2018 will not receive sick leave payouts at retirement.

**ARTICLE XIV**  
**HEALTH INSURANCE**

- A. The Borough agrees to continue to provide all employees with the present health insurance coverage. Effective January 1, 2013 all employees will be required to pay the minimum contribution toward Chapter 78, P.L. 2011 for the duration of this Agreement.
- B. The Borough may pay all or a portion of the health insurance for retirees consistent with the terms of N.J.S.A. 40A: 10:23 and other applicable provisions of law. Notwithstanding the foregoing, the Borough shall pay all health insurance premiums for retirees who retire with twenty-five (25) or more years of service with the Borough. This provision shall not apply to any employee hired after January 1, 2010.
- C. The Borough agrees to contribute up to a maximum of \$37.28 per month per employee towards the premium for dental insurance coverage for the employee and spouse, said coverage to be the Delta Dental Advantage Plus Premier Program or the equivalent. The parties agree to review Dental Plan options at a future date to be determined.
- D. The Borough shall have the right to change insurance carriers so long as the Union is given sixty (60) calendar days notice of the change, and so long as extremely similar or substantially equivalent benefits are provided.
- E. Employees hired after January 1, 2010 shall be eligible for health insurance coverage paid for by the Borough for the employee and spouse only. After two (2) years of service the Borough shall pay the health insurance for the employee, spouse and dependent children. All employees employed on or before January 1, 2010 shall be entitled to health care coverage for the employee, spouse and dependent children, paid for by the Borough.
- F. After ninety (90) calendar days of employment, new employees shall receive health and dental coverage as set forth in the Article.
- G. In case of an employee who is separated from the Borough service by reason of death after having been employed by the Borough for at least twenty (20) years, the Borough shall pay for the cost of medical insurance for the employee's spouse and eligible children for a period of eighteen (18) months from the date of separation. For

an employee with less than twenty (20) years of service, the Borough shall pay for the cost of medical insurance as provided hereunder for a period of three (3) months.

**ARTICLE XV**

**JURY DUTY**

- A. Jury duty leave with pay shall be granted to a permanent employee who is summoned to jury duty or as a witness on behalf of the Borough. Any payment other than for expense reimbursement shall be turned over to the Borough.

**ARTICLE XVI**

**MILITARY LEAVE**

- A. All employees covered by this Agreement shall receive military leave in accordance with applicable United States and New Jersey statutes.

**ARTICLE XVII**

**BEREAVEMENT LEAVE**

- A. In the event of the death of an employee's parent, spouse, child, grandparent, brother, sister, father-in-law, mother-in-law, son-in-law or daughter-in-law or any relative listed in Section B who resided in the employee's household at the time of death, the employee shall be granted five (5) days off without loss of pay, which must be taken on consecutive work days, and which must commence between the day of death and the day of the funeral.
- B. In the event of the death of an employee's uncle, aunt, nephew, niece, brother-in-law or sister-in-law, grandmother-in-law or grandfather-in-law, the employee shall be granted three (3) days off without loss of pay, which must be taken on consecutive work days, and which must commence between the day of death and the day of the funeral.

- C. Exceptions to this rule may be made at the sole discretion of the Director of Public Works where the deceased is buried in another city and the employee would be unable to return in time for duty with the leave granted.

**ARTICLE XVIII**  
**PROBATIONARY PERIOD**

- A. An employee shall be considered as a probationary employee during his first six (6) months of employment.
- B. A probationary employee may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of the Borough. Such action shall not be subject to challenge, by either the employee or the Union, under the grievance procedure or any other hearing procedure.
- C. If a probationary employee quits or is discharged before completing his probationary period, he shall not be entitled to any earned vacation time.
- D. New employees will receive the clothing entitlement provided to permanent employees within ninety (90) days of hire.
- E. The Borough shall notify the employee at least five (5) days before the conclusion of his/her probationary period if he/she is being retained.

**ARTICLE XIX**  
**SENIORITY**

- A. Seniority is defined for the purposes of this Agreement as the length of continuous service with the Borough from the date of last hire.
- B. Seniority will be utilized in determining lay-offs and recalls provided the employee has the ability to perform the remaining work. The right of recall shall cease upon the rejection of a bona fide offer of re-employment or the passage of twelve (12) months, whichever occurs first.

**ARTICLE XX**  
**BULLETIN BOARDS**

- A. The Union shall have the right, at its expense, to place a bulletin board in the employee locker room to be used for the posting of notices concerning meetings, Union business and related matters only.
- B. Only authorized material, by the signature of the shop steward or his designee, shall be permitted to be placed on said bulletin board.
- C. The Borough may have removed from the bulletin board any material which does not conform with the intent of the above provisions of this Article after prior notice to and discussions with the shop steward or his designee.
- D. All negotiations unit promotional opportunities and vacancies will be posted on the aforementioned bulletin board. Negotiations unit personnel may apply for such promotional opportunities and vacancies.

**ARTICLE XXI**  
**INJURY LEAVE**

- A. Whenever an employee covered under this Agreement is incapacitated from duty because of physical injury sustained in the performance of his duty, he shall receive payment through the Borough's workers' compensation insurance carrier. The Borough's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the Borough, retroactive to the day upon which the employee first becomes eligible to receive such compensation, disability or other payments.
- B. An employee who is injured while working shall be required to file an injury report with the Superintendent of Public Works before the end of the employee's shift or, if that is not medically possible, as soon thereafter as possible. Failure to report an injury shall subject the employee to disciplinary action. This paragraph shall not apply where the employee is unaware of the injury or where, as a result of said injury,

the employee is physically unable to provide the Borough with notice as provided herein.

- C. The provisions herein recited in the event of physical injury to an employee shall not exceed the term or period of one (1) year from the onset of said physical injury. The time wherein said employee is not permitted or is unable by reason of certification of a Borough physician to perform such duties as shall be directed by the Director of Public Works, or his designee, resulting from the said physical injury, shall not be charged against sick leave of the said employee.
- D. An employee may not engage in any outside employment while on Injury Leave.
- E. Before an employee may return to work, an employee must submit a certificate from a physician authorizing said return.

## **ARTICLE XXII**

### **DISCIPLINE AND DISCHARGE**

- A. The Borough retains its rights and responsibilities to discharge, suspend or discipline any employee for just cause.
- B. Employees who are discharged or suspended shall be notified in writing of such action and the reason therefore. The Borough shall provide the Union with copies of disciplinary charges and other notices relating to disciplinary action against unit members within five (5) working days of the date of the imposition of such discipline.
- C. Employees who are discharged shall be paid in full for all wages due them by the Borough, including earned vacation pay, by the next pay period following the date of discharge, provided all Borough uniforms, equipment or other items issued have been returned in satisfactory condition.
- D. An employee who has been discharged, suspended or otherwise disciplined may appeal such action in accordance with Article IV, Grievance Procedure.

**ARTICLE XXIII**  
**WORK CLOTHES**

- A.
- B. Employees covered by this Agreement will be provided with the following work clothes:
  - 1. Ten (10) t-shirts
  - 2. Five (5) long pants or jeans;
  - 3. Three (3) sweatshirts;
  - 4. The option of: one (1) winter jacket, or one (1) set of rain gear, or one (1) pair of coveralls.
- C. The aforementioned work clothes will be issued by the Borough and replaced on January 1st on the following years: 2023, 2025, 2027.
- D. Rain gear including rain boots will be furnished to employees as required by the Borough.
- E. All employees shall be required to wear the issued uniforms at all times. Employees may request relief from this requirement from the Superintendent of Public Works, provided that such request is consistent with all applicable work safety rules.

**ARTICLE XXIV**  
**MISCELLANEOUS**

- A. **Personal Days**
  - 1. Each employee covered under this Agreement shall be entitled to two (2) personal days per year which must be taken during the calendar year in which said personal day is granted. The employee shall notify the Superintendent of Public Works or his/her designee at least forty-eight (48) hours prior to taking the personal day, except in cases of emergency. Only one employee will be off at one time. Exceptions to this rule may be made at the sole discretion of the Superintendent if it does not cause staffing issues.
  - 2. A personal day may not be taken on a day immediately before or after a holiday or vacation without prior approval of the Superintendent of Public Works.
- B. The Borough shall provide locker facilities on a one-to-one basis for employees.



- C. The Borough agrees to promptly post all job regulation changes and openings on the Public Works Bulletin Board.
- D. Individuals who are employed by the Borough on the date of the signing of this Agreement shall not be required as a condition of employment to live within the Borough.
- E. If training mandated by the Borough is scheduled outside the working schedule, the employee will be paid at overtime rate.
- F. The Borough shall furnish all employees with a book of Rules and Regulations. Where there is a conflict, the Collective Negotiations Agreement supersedes the Borough Employee Manual.
- G. All employees shall be paid on the 15<sup>th</sup> and on the last workday of each month. If the 15<sup>th</sup> of the month is not a workday, then employees shall be paid on the next previous workday. Checks shall be deemed to be negotiable upon receipt by the employee.
- H. The Borough agrees to replace or repair any personal safety items authorized for wear, i.e., prescription glasses, that should become damaged while the employee is performing his/her duties, unless the damage occurred due to the negligence of the employee.
- I. Any employee that is required to obtain any special licensing or certifications by the Borough shall be reimbursed for all cost involved in obtaining such licensing or certifications, i.e., CDL Class (B) license, CDL upgrades, Certification for Pool Operator, Pesticide Licensing, etc. Newly hired employees are expected to get their CDL within one (1) year of hire. Extenuating circumstances will be considered, however, failure to obtain a CDL License will be cause for discipline.

## **ARTICLE XXV**

### **SEPARABILITY AND SAVINGS**

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 inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XXVI**  
**FULLY-BARGAINED AGREEMENT**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties for the life of this Agreement of all negotiable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The Borough and the Union, for the life of this Agreement, hereby waive any rights to request to negotiate or bargain with respect to any matters contained in this Agreement.
- B. The parties acknowledge that during the negotiations that resulted from this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, executed by both parties.

**ARTICLE XXVII**  
**HEALTH AND SAFETY**

The Borough shall continue to maintain a safe and healthy working environment for all of its employees. The Union agrees that it and its members will do everything in their power to cooperate with the Borough to ensure the health and safety of all Borough employees. The Borough shall provide adequate protective equipment and devices, including but not limited to eye and ear protection, dust masks, first aid kits and chest waders, as needed.

**ARTICLE XXVIII**  
**DUES DEDUCTIONS**

- A. The Borough agrees to deduct from the earnings of all regular, non-seasonal, employees covered under this agreement the amount of dues and initiation fee (if any) as set forth in writing by the union. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. 52:14-15.93, as amended. Said monies, together with the names of the employees for whom the deductions were made, shall be transmitted to the union by the fifteenth (15<sup>th</sup>) of each month following the pay period in which deductions were made.
- B. If during the life of this agreement there shall be any change in the rate of membership dues, the union shall furnish the Borough with written notice thereof at least thirty days in advance.
- C. The Union will provide the necessary "Check-off Authorization" form, will secure the signature of its members on the forms, and will deliver the signed forms to the Borough Clerk. The Borough will notify the union office of any new hires within the bargaining unit and provide the new hires name, address, date of hire, job title and rate of pay. Similarly, the Borough will notify the union office of unit members who leave the Borough's payroll.
- D. The Borough agrees to deduct the "Fair Share Fee" or "Agency Fee" from the earnings of those employees who elect not to become members of the union and transmit the fee to the union in the same manner and frequency as normal dues deductions are made.
- E. The Fair Share Fee for services rendered by the union shall be in an amount equal to the regular membership dues, less the cost of benefits financed through the dues and available only to members of the union, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues.
- F. The Union shall establish and maintain a procedure whereby any employee can challenge the Fair Share Fee as computed by the union. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.
- G. The union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of action taken by the Borough in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the union to the Borough.

**ARTICLE XXIX**  
**TERMINAL LEAVE**

- A. Employees covered under this agreement shall accumulate sick time as per ARTICLE XIII of this agreement. There will be no cap on the amount of sick time an employee can accumulate. Upon a signed separation agreement and subsequent retirement, the employee covered under this agreement may utilize up to 75% of total accrued sick time as terminal leave. Employees may also use 100% of any other accumulated time (vacation or comp) as terminal leave. Upon a signed separation agreement, employees will have no restrictions on secondary employment and will not be subject to active employee guidelines or policies. Employees shall not continue to accrue any additional benefits, including salary increases, while on terminal leave.
  
- B. In order for an employee to be eligible for the benefits enumerated in Section A of this Article, the employee must be eligible for full retirement under the P.E.R.S. and must have been in the service of the Deal Borough for a minimum of twenty-five (25) years. At the discretion of the Borough, an employee may also become eligible for the terminal leave benefits enumerated in Section A of this Article if the employee is eligible for disability retirement under the P.E.R.S., or in case of death.
  
- C. An employee terminating his employment for any reason other than retirement under the P.E.R.S. shall not be reimbursed for unused sick time.

SEPARATION AGREEMENT TEMPLATE

CWA Local 1075 and the Borough of Deal hereby agree pursuant to the terms of the Collective Bargaining Agreement that \_\_\_\_\_ will be on terminal leave commencing \_\_\_\_\_, 202\_. It is hereby understood that the employee will retire from the Borough of Deal on \_\_\_\_\_, 202\_, and will remain on full pay status until that date, utilizing terminal leave. The employee on terminal leave will be entitled to all contractual benefits pursuant to the Collective Bargaining Agreement between CWA Local 1075 and the Borough of Deal.

Upon a signed separation agreement, employees will have no restrictions on secondary employment except as may be mandated by law and will not be subject to active employee guidelines or policies. Employees shall not continue to accrue any additional benefits, including salary increases, while on terminal leave.

It is also understood between the parties that the employee will be considered detached from the borough and as such not subject to recall, not eligible, overtime, ext. The parties further agree that the employee shall not be subject to departmental restrictions and or obligations except as may be mandated by law. The employee on terminal leave shall be administratively and operationally considered retired by the borough until their official retirement date.

Employee: \_\_\_\_\_

Borough Administrator: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ARTICLE XXX**

**DURATION**

This Agreement shall be in effect as of and applied retroactively to the first day of January, 2023 through and including the 31<sup>st</sup> day of December, 2027.


IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, agreed to abide by the terms set forth in this document and set their hand and seal this 2nd day of January, 2023.


**COMMUNICATIONS WORKERS  
OF AMERICA, LOCAL 1075**

**BOROUGH OF DEAL**

  
\_\_\_\_\_  
CWA Local 1075

  
\_\_\_\_\_  
Mayor, Borough of Deal

  
\_\_\_\_\_  
Chief Steward

  
\_\_\_\_\_  
Borough Administrator