

**AGREEMENT  
BETWEEN  
COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO AND  
BOROUGH OF WASHINGTON  
(WARREN COUNTY, NEW JERSEY)**

**January 1, 2025 through December 31, 2027**

## Table of Contents

<u>ARTICLE.</u>	<u>PAGE NO.</u>
PREAMBLE.	3
I. LEGAL REFERENCE.	3
II. RECOGNITION	3
III. 25EMPLOYEE RIGHTS.	3
IV. MANAGEMENT RIGHTS.	4
V. GRIEVANCE PROCEDURE, ARBITRATION AND DISCIPLINE.	5
VI. LABOR-MANAGEMENT SAFETY COMMITTEE	7
VII. SAFETY AND HEALTH.	7
VIII. TRAINING.	8
IX. UNION SECURITY.	9
X. UNION RIGHTS.	10
XI. DEFINITIONS.	10
XII. EMPLOYEE RESPONSIBILITIES.	11
XIII. VACATIONS, HOLIDAYS, AND PERSONAL DAYS.	12
XIV. LEAVE OF ABSENCE, SICK LEAVE, AND OTHER LEAVE	15
XV. OTHER BENEFITS.	19
XVI. RETIREMENT.	22
XVII. TEMPORARY DISABILITY INSURANCE.	23
XVIII. HOURS OF WORK.	23
XIX. OVERTIME.	24
XX. COMPENSATION.	27
XXI. JOB ACTIONS.	28
XXII. JOB EVALUATIONS,	29
XXIII. TERM OF AGREEMENT AND RENEWAL	29
XXIV. SEPARABILITY AND SAVINGS.	29
XXV. FULLY BARGAINED AGREEMENT.	29
APPENDIX A. JOBTITLES IN BARGAINING UNIT.	31
APPENDIX B. OFFICES AND EMPLOYEES.	32
APPENDIX C. SALARY SCALE.	34
APPENDIX D. DONATED LEAVE PROGRAM	39

## **AGREEMENT**

### **PREAMBLE**

This Agreement, made and entered into in the Borough of Washington, New Jersey, this 1st of January, 2025, between the Borough of Washington, in the county of Warren, State of New Jersey, hereinafter referred to as the Borough or employer and the Communications Workers of America, AFL-CIO, hereinafter referred to as the Union represents the complete and final understanding on all bargainable issues which were or could have been the subject of bargaining between the Borough and the Union.

### **WITNESSETH**

In consideration of the following Mutual Covenants, it is hereby agreed as follows:

#### **ARTICLE I: LEGAL REFERENCE**

Nothing contained in this agreement shall alter the authority conferred by law, ordinance, resolution and administrative code upon any Borough officials, or any way abridge or reduce such Authority.

#### **ARTICLE II: RECOGNITION**

The Borough hereby recognizes the Communications Workers of America, AFL-CIO, as the sole and exclusive representative of all employees serving in the job classifications listed in "APPENDIX A" for the purpose of collective negotiations with the respect to terms and conditions of employment. "EMPLOYEES "for purposes of this agreement shall be defined as full - time employees and part- time employees regularly scheduled to work twenty (20) hours or more per week. Excluded from this agreement are all managerial executives, professional employees, confidential employees, police and supervisory employees within the meaning of the act and all other employees of the Borough.

#### **ARTICLE III. EMPLOYEE RIGHTS**

1. Pursuant to Chapter 303, public laws 1968, as amended, the Borough hereby agrees that every employee shall have the right to freely organize, join and support the Communication Workers of America, AFL— CIO, and its Affiliates for the purpose of engaging in collective negotiations or to refrain from doing so. There shall be no discrimination by the Borough or any of its representatives against any of the employees covered under this agreement because of their membership or non- membership in the union or because of any lawful activities of such employees on behalf of the Union. The Union, its members and agents shall not discriminate against any employees covered under this agreement who are not members of the Union.
2. One (1) elected representative of the Union shall be permitted time off without loss of regular straight-time pay to attend discipline / grievance sessions, provided the efficiency of the department is not affected thereby. Two (2) elected representatives of the Union shall

be permitted time off without loss of regular straight-time pay to attend contract negotiation sessions.

3. An employee shall have the right to inspect his or her personnel file, by giving seventy-two (72) hours, but not less than two (2) working days' notice, in writing, to his or her department head. Inspection and copying of material may take place during normal working hours which are Monday through Friday, 9:00 a.m. to noon and 1 p.m. to 4:30 p.m., excluding holidays. The employee may inspect his / her personnel file and copy material only during their non-working hours. Cost for copying shall be in accordance with Chapter 39 of the Code of the Borough of Washington. The employee shall have the right to prepare written statements for submission into his or her file to rebut, or clarify information prepared and placed in the file by the employer provided such statements submitted no later than 10 days after the employee has inspected his / her personnel file containing the information.

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

1. It is recognized that the management of the Borough, the control of the properties and the maintenance of order and efficiency, is solely the right of the Borough. Accordingly, the Borough retains the right, including, but in no way limited too:
  - (a) Determine the number of employees in the unit;
  - (b) Select and direct the working forces, including the right to hire, determine hours of work, assign, promote, transfer or subcontract. The Borough also may discipline, suspend or discharge employees for just cause.
  - (c) Determine the amount of overtime to be worked;
  - (d) To relieve the employees from duty because of lack of work, or other legitimate reasons with appropriate notice;
  - (e) Decide upon the number and location of its facilities;
  - (f) Determine the work performed with the unit, maintenance and repair, amount of supervision necessary, machinery and tools, equipment, methods, schedules, work, together with selection, procurement, designing, engineering, and the control of equipment or materials;
  - (g) Purchase services of others by contract or otherwise. However, the Borough agrees to negotiate with the Union before making such purchases if they would result in lay-off of current bargaining unit employees.
  - (h) To make and promulgate rules and regulations.
2. The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the Borough the adoption of policies, rules, regulations and practices furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms conform with the laws and constitution of New Jersey and the United States.
3. Nothing contained therein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties, and responsibilities, under N. J. R. S. Title 11A, 40 and 40A or

any other national, State, county, or local laws or ordinances.

## **ARTICLE V: GRIEVANCE PROCEDURE, ARBITRATION AND DISCIPLINE**

### **1. GRIEVANCE PROCEDURE and ARBITRATION**

- A. In the event that any difference or dispute should arise between the Borough and the Union, or its members employed by the Borough, over the application and interpretation of the terms of this agreement, and earnest effort shall be made to settle such differences in the following manner, provided the written grievance filed within fifteen (15) working days of the event giving rise to the grievance (or within twenty (20) working days where an error in the calculation of salary payments is alleged) with the appropriate Department Head and/or Manager. A written grievance shall state the facts surrounding the filing of the grievance, the alleged contractual provision violated and the remedy sought. If a written grievance is filed personally, a receipt must be given to be valid. If a grievance is filed by mail, it must be mailed to the Borough Manager, 100 Belvidere Avenue, Washington, NJ 07882 with the postmark and signed receipt within the above time limits. Meeting shall be held during normal working hours of the Borough between:

Step 1: The aggrieved employee, with or without the steward, and the department head.

The department head shall render written decision in the matter within ten (10) working days of the meeting.

Step 2: If no satisfactory agreement is reached at Step 1, a meeting should be held within fifteen (15) working days between the aggrieved employee and the Borough Manager or his/her designated representative. The Borough Manager or his/her designee shall render written decision in the matter within fifteen (15) working days after the meeting (or within twenty (20) working days where an error in the calculation of salary payments is alleged.).

Step 3: In the event the no satisfactory agreement is reached at Step 2, the matter may be submitted within ten (10) working days to the Borough Council. A conference will be held with the aggrieved employee, C. W. A. Representative and the Borough Manager within twenty (20) working days. The Borough shall render a written decision on the matter within fifteen (15) working days after the meeting.

Step 4: Should the Union be dissatisfied with the decision of Step 3, the Union may, within five (5) working days request arbitration. The arbitrator shall be chosen in accordance with the rules of the New Jersey State Board of Mediation. No arbitration hearing shall be scheduled sooner than twenty-five (25) working days after the decision in Step 3. In the event the Union elects to pursue the grievance through the Department of Personnel, the arbitration shall be canceled, the matter with drawn from the board of mediation and the Union will pay whatever cost may have been incurred in processing the case.

- B. The arbitrator shall have no authority to:

- (a) Amend, modify, change, add to, subtract from, or ignore any applicable provision of the Agreement, or impose on any part hereto a limitation or obligation not explicitly provided for in the Agreement, or alter any wage rate or wage structure as provided

for in this Agreement;

- (b) Award any monetary compensation or pay other than actual wages lost, unless said compensation is specifically provided for in this Agreement. In making calculation, the arbitrator shall consider the Employee's obligation to mitigate damages, including any compensation an Employee received while suspended or discharged through mitigation. In no event shall the arbitrator have any authority to award a back pay in excess of 2080 hours at the full-time DPW Employee's base salary or 1820 hours at the full-time administrative Employee's base salary or the average annual base salary of any part-time employees base salary.

The arbitrator's decision shall be final and binding subject to N. J. S. A. 2A: 24-1 ET seq. The arbitrator shall be required to determine initially whether they have jurisdiction to hear the dispute at issue. The arbitrator shall hear only a single issue presented at a time, unless settled by the parties, the arbitrators shall conduct a hearing and shall render their decision in writing with findings of fact and conclusions.

- C. It is especially understood and agreed that the arbitration shall not be obtainable as a matter of right if the grievance (a) involves the existence of an alleged violation of an agreement other than the present agreement between the parties; (b) involves issues which were discussed at negotiations but not expressly covered by the terms and conditions of this agreement; (c) involves claims violation in an allegedly implied or assumed obligation; (d) would require an arbitrator to rule on, consider, or decide that the appropriate hourly, salary or incentive rate at which an employee shall be paid, or the method by which pay shall be determined; (e) would require an arbitrator to consider, rule on, or decide any of the following:
  - (a) The elements of a job assignment;
  - (b) The level, title or other designation of an employee's job classification;
  - (c) The right of management to assign or reassign work;
  - (d) Matters pertaining in any way to the establishment's administration, interpretation or application of insurance, pension, savings or other benefit plans and which covered employees are eligible to participate.
- D. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees and other expenses shall be borne by the parties respectively. In the event the Union requires the attendance of Borough Union employees as Witnesses at arbitration hearings, the Borough agrees to release the witnesses as requested, without pay. The Union may, if it so wishes, reimburse employees for their lost time.
- E. Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of last answer. Whenever any act is required under this article to be done or performed within a specified period of time, if the final day of compliance time period is a Saturday, Sunday or holiday in which action must be taken; the time will be extended to include the next regularly scheduled workday.
- F. Nothing in the procedures set forth in this article shall be deemed to abrogate, modify or

otherwise change in any other part of this agreement without the mutual consent of the parties hereto in writing.

The provisions of this agreement requiring payment of any sum of money are subject to approval by the Municipal Council by Ordinance. This agreement is further subject to appropriations being available for any of the purposes herein above-mentioned, and if not available the Borough agrees to exert its bona fide and lawful efforts to obtain such appropriation.

2. Discipline

- A. As outlined in N.J.A.C. 4A: 2-2, discipline shall be divided into major discipline or minor discipline.
- B. Major discipline shall be defined as listed in N.J.A.C. 2-2. 2. The Borough agrees to impose major discipline according to the rules listed N. J. A. C. 4A: 2-2. An employee may appeal the Borough's final decision to impose major discipline only to the New Jersey Department of Personnel, with the exception of tenured employees who shall be entitled to due process protections under applicable State statutes.
- C. Minor discipline shall be defined as listed in N. J. A. C. 4A: 2-3 .1 (2) classified employees receiving minor discipline may appeal such discipline to the grievance procedure, Article V but not beyond Step 2 of these procedures. Unclassified employees receiving minor discipline of less than four days may appeal such discipline through the grievance procedure, Article V but not beyond Step 3 of these procedures. Only suspensions of four (4) or five (5) days or fines equal to four (4) or five (5) days' pay for all employees may be arbitrated in accordance with Step 4 of these grievance procedures.
- D. All discipline shall be for just cause and where reasonable, appropriate, and practical, progressive in nature. Discipline for this purpose means any penalty greater than an oral reprimand. Nothing shall prevent the Borough from denying tenure to unclassified employees in accordance with State law.

**ARTICLE VI: LABOR-MANAGEMENT AND SAFETY COMMITTEE**

A committee consisting of the Borough and the Union shall be established for the purpose of reviewing the administration of this agreement and to resolve problems, including issues of safety and health, that may arise. Said committee will meet if so, requested by either party. These meetings are not intended to bypass the grievance procedures or to be considered contract negotiation meetings.

**ARTICLE VII: SAFETY AND HEALTH**

Section 1- Employer Obligation

The Borough agrees to provide for the safety and health of its employees during the hours of their employment. Health and safety issues shall be brought to the attention of the Department Supervisor who shall then discuss with the Union how the expressed concerns can be dealt with, and over what time frame solutions can be implemented.

Section 2- Safety Equipment

1. The Borough agrees to provide fluorescent jackets to employees should their work environment require the use of this type of equipment.
2. The Borough agrees to provide work gloves as needed to employees. Employees must return used gloves to the Borough before replacement will be issued.
3. The Borough agrees to provide safety toed shoes as provided in Article XV: Section 3 - (b)Clothing allowance.

**ARTICLE VIII: TRAINING, SCHOOLING AND BOROUGH BUSINESS**

1. Non-mandatory Education Employee Requested:

Schooling or Educational classes the Employee desires to attend shall pertain to their job with the Borough and be pre-approved by the Borough Administrator prior to taking the course/class, and a passing grade of "C" or better shall be attained before the Borough will reimburse the Employee a maximum amount of \$5,000.00 per year for tuition, books, and class materials. The Employee shall remain a Borough Employee for two (2) years or shall be responsible to reimburse the Borough a prorated cost.

The first four (4) employees applying for this benefit on or after September 1<sup>st</sup> and whose classes have been pre-approved by the Borough Administrator shall receive reimbursement, with first preference being given to employees who are currently and actively pursuing their degree and had been reimbursed by the Borough the previous academic semester for the same purpose.

2. Mandatory/Required Training or Educational Opportunities:

- A. The Borough shall offer training opportunities related to specific need or demand of the Borough to bargaining unit employees based upon the position to which the training opportunity relates, the skills possessed by the Employee in that position in seniority order. If a training opportunity could apply to multiple Employees and is not being offered to satisfy a need of the Borough, such opportunity shall be offered based upon seniority among Employees who did not attend such training in the past.
- B. The Borough shall pay for all training, testing, continuing education and license renewal, with the exception of Commercial Driver's License (CDL) renewal, where such training, testing, continuing education, certification and/or license renewal (except CDL) is a federal, State or Borough Mandated requirement for the position. However, if an Employee is hired and already has a required license, certification, or other required credential, the Borough shall not reimburse such Employee for obtaining such license, certification or other credential prior to the Employee being hired by the Borough.
- C. Any Employee that attends any mandatory or Borough offered training or schooling or other Borough business during normal working hours, shall utilize a Borough vehicle, unless the Borough Manager approves the use of the Employee's personal vehicle. For the use a personal vehicle, proof of insurance shall be supplied to the

Borough prior to approval. If the Employee's personal vehicle is approved, the Employee shall be paid for mileage at the current rate set annually by Borough Council. The Borough will make every effort to supply a Borough vehicle when an Employee is conducting Borough business or attending mandatory or Borough offered training.

- D. All certifications and licenses paid for by the Borough shall not be used for outside employment, an Employee requesting to use a certification or license paid for by the Borough shall reimburse the Borough fifty (50%) percent of the cost that the Borough incurred.
- E. Classes, training or conferences attended by Employees during regularly scheduled workdays shall be paid a regular shift. No overtime shall be paid to Employees for any time above and beyond a shift duration.

## **ARTICLE IX: UNION SECURITY**

1. Upon receipt of a lawfully executed written authorization from an employee, the employer agrees to deduct the regular monthly Union dues of such an employee from their pay and remit such deduction by the 10th day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the employer in writing of the exact amount of such regular membership dues to be deducted.
2. Dues deductions for all employees covered by the terms and conditions of this agreement, along with a list of said employees and the amounts deducted, shall be sent to:

Communications Workers of America

Attention: Local Treasurer

67 Scotch Road

Ewing, NJ 08628

Dues shall be remitted to the Union no later than the tenth (10) day of the succeeding month for which the deductions were made.

The Borough agrees to deduct from the salaries of its employee's subject to this Agreement dues for the Union. Such deduction shall be made in compliance with N.J.S.A. 52:14-15.9 (e), as amended. Said moneys, together with records of any corrections, shall be transmitted to the Union office by the end of the next month following the monthly pay period in which deductions were made.

If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Borough written notice prior to the effective date of such change.

The Union will provide the necessary check-off authorization forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the designated Borough officials, as provided in N.J.S.A. 52-14-15.9 (e) as amended. The authorization to deduct full Union dues may be revoked by an employee during the period June 15 to June 25 of any year by written notice to the Borough.

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 the salary deduction authorization cards submitted by the Union to the Borough.

## **ARTICLE X: UNION RIGHTS**

1. The Borough agrees to provide space for bulletin board, supplied by the Union, at the Borough Garage, and Borough Hall.
2. A representative of the Communications Workers of America will be permitted access to the Borough premises for the purposes of contract administration and grievance investigation. During working hours access to Borough premises is subject to approval by the Borough Manager and Department Head at the premises in question. After working hours access to Borough premises are subject to approval by the Department Head. Access to the Borough premises shall not be unreasonably denied.
3. Steward's (not to exceed two) will be entitled to be excused for five days of training per year during the term of this agreement. Two (2) of the five (5) days shall be paid by the Borough, The Employee may use Vacation, Personal or Compensatory Time for the other three (3) days. The Union will provide the Borough with at least 1 weeks' notice.
4. The Borough agrees to follow the New Jersey Workplace Democracy Enhancement Act

## **ARTICLE XI: DEFINITIONS**

1. Accredited Representatives. The accredited representative of its employees in said unit the Communication Workers of America, AFL-CIO.
2. Administrative/Clerical employees. Employees generally working in an office type environment with a normal Work Week consisting of 35 hours per week and including the following job titles: Account Clerk, Administrative Clerk, Clerk 1, Assistant Municipal Tax Collector, Keyboarding Clerk 1, 2 and 3, Library Assistant, Senior Account Clerk, Supervising Library Assistant, Clerk Typist and other Clerical titles in Appendix A.
3. Creditable service. Any person employed in the capacity of full-time employees shall, for the purpose of determining salary, benefits or compensation, including vacations, be considered to have been appointed as of the date of hiring.
4. Members of immediate family. Members of the immediate family are defined as the employee's father, mother, grandmother, grandfather, grandchild, nieces, nephews, or other relatives or persons who are significant others residing in the household, current father-in-law, current mother-in-law, brother, sister, spouse, child, foster child and include other definitions pursuant to NJSA 34:11D-1. The employees shall furnish proof of the same satisfactory to the Borough Manager.
5. Public Works Employee. Employees generally working in an outside environment with a normal work week consisting of 40 hours per week and including the following job titles: Building Maintenance Worker, and Equipment Operator, Laborer 1, Road Repairer 3, Road Repairer Supervisor, Truck Driver and other Public Works titles included in Appendix A.

6. Steward. The representative(s) who is/we selected by the Union Membership and who is/are authorized to appear on behalf of the Union. The Union shall, before January 15th of each year, advise the Borough of the selection of Representative(s).
7. Borough Personnel Policy. Personnel policies and procedures adopted by the Borough of Washington. To the extent that these policies and procedures are in conflict with this collective bargaining agreement, New Jersey Civil Service rules and regulations or any other State and federal law, the terms of the parties' agreement and any other applicable law shall govern.

## **ARTICLE XII: EMPLOYEE RESPONSIBILITIES**

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

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

### Section 2- Resignation

All Resignations shall be submitted in writing. Two (2) weeks' notice is considered reasonable and appropriate for an employee provide his or her employer. Should an employee fail to give proper notice in proper form, the Borough may terminate the employment immediately.

### Section 3- Driver's license revocation

A public works employee, for the first occurrence while in the Borough's employ, whose driver's license is suspended, may, at the Borough's discretion, be demoted to the title of Laborer 1 for the period during which said employees license is suspended, if having a valid driver's license is required in the employee's current title. During this period, the employees pay will be determined by finding the closest lower step in the laborer's title and then moving one step lower. The employee shall be returned to his/her former title and pay when the driver's license is reinstated. Any subsequent driver's license suspensions within a five (5) year period dating from the first suspension may be cause for suspension without pay, termination or whatever action deemed appropriate by the Borough.

### Section 4- Surrendering of Borough property

The Union agrees to inform the Borough's employees of the responsibility to return the Borough's property when their employment with the Borough ceases. The Borough may withhold any benefits contained in this agreement, other than base pay and overtime benefits, until such time as a proper accounting of the items of personal property is rendered to the Borough. Items of personal property of concern to the Borough would include, but would not be limited to the following: keys, pagers, records, files and documents. Items of no interest to the Borough would be articles of clothing which have been used. The Borough reserves the right to utilize every means to it under the law to recover items of personal property belonging to the Borough and nothing in the section shall be viewed to restrict or modify these rights.

### Section 5- Outside Employment

All employees covered by this agreement may participate in employment outside of the job held with the Borough, provided the Borough Manager has been notified in advance concerning the

name of the employer and the nature of such employment. However, employees will consider their position with the Borough as their primary employment. Any outside employment must not interfere with the employee's performance, efficiency or availability for working overtime or call-out situations when the Borough job requires availability for overtime and/or call-out. Outside employment must not be inconsistent with State law, Administrative Code, policies or procedures.

Section 6- Weather Emergencies

Unless the Governor of the State of New Jersey or the Governor's designee adopts a mandatory travel restriction on either all New Jersey roadways or the roadways of the County of Warren pursuant to N.J.S.A. App. A: 9-33 et. seq. and N.J.S.A. 39:4-213 which prevent non-essential employees from driving to work, employees are expected to report to work physically or work remotely unless they use sick, vacation, personal leave or compensating time off. In the event of a mandatory travel restriction in accordance with this article, Borough offices shall be deemed closed and non-essential employees shall not be required to use benefit time.

Only Department of Public Works (DPW) employees are considered "essential personnel" under this contract and shall be required to report to work unless leave is otherwise authorized. DPW personnel shall be issued identification cards by the Warren County Office of Emergency Management authorizing travel to and from work in personal vehicles during mandatory travel restrictions.

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

Section 1- Vacations

1. Employees who have not completed one (1) year of service on or before the 1<sup>st</sup> day of January of any year shall be entitled to one (1) working day of vacation for each full month of continuous service rendered from the date of his or her appointment. Employees who have completed 1 (1) year on or before the 31<sup>st</sup> day of December of any year shall be granted thirteen (13) working days of vacation. Employees who have completed five years of service on or before the 31<sup>st</sup> day of December of any year shall be granted sixteen (16) working days of vacation commencing in the sixth(6<sup>th</sup>) year. Employees who have completed twelve (12) years of service on or before the 31<sup>st</sup> day of December of any year shall be granted twenty-one (21) working days of vacation commencing in their thirteenth(13<sup>th</sup>) year. Employees who have completed twenty (20) years of service on or before the 31<sup>st</sup> day of December of any year shall be granted twenty-five (25) working days' vacation, commencing in their twenty first (21<sup>st</sup>) year. Vacation benefits for part-time employees shall be prorated.
2. The vacation period shall be the calendar year, from the 1<sup>st</sup> day of January to the 31<sup>st</sup> day of December. Vacations shall be scheduled by the Department Head giving preference to employee choice according to seniority, where practicable and where consistent with the continued efficient operations.
3. When in any calendar year the vacation or any part thereof is not utilized, such vacation days or part thereof not utilized shall accumulate and shall be utilized during the next succeeding calendar year only; however, the current calendar year vacation shall not be affected if the previous year vacation days or parts thereof are not taken and subsequently

lost. The schedule of vacation shall be at the sole discretion of the Department Head.

4. Any employees of the Borough covered by this agreement who are entitled to vacation leave at the time of retirement shall receive their earned vacation which has not been taken, effective thirty (30) days prior to the date of retirement. In the event that any employee entitled to vacation leave at the time of their death, his widow or her widower or estate shall receive the earned vacation pay on the same basis as an employee retiring.
5. Pay during vacation: All vacation shall be granted at the annual salary rates of the employee's base salary scale.
6. Scheduled vacations: All employees shall take their vacation at the scheduled time. However, a different period time for vacation may be taken if mutually acceptable to the employee and the Department Head.
7. Employees on vacation shall not be subject to call in for work except in cases of emergency.
8. Employees who have completed one year of service on or before the 1st of January of any given year shall have the full amount of vacation time expected to be earned during the year credited to the employee for use during the calendar year. In the event and employee utilizes all or a portion of his or her vacation leave in excess of what the employee has actually earned and the employee leaves the employ of the Borough or is granted a leave of absence without pay, then the employee shall be liable for repayment of those days actually used but not earned. The Borough shall deduct whatever amount owed from the employee's last paycheck or from whatever amount owed by the Borough to the employee. In determining the liability for vacation time, the Borough will utilize the criteria in part 17-21 of the Department of Personnel Manual for Local Jurisdictions.
9. In the event of the death of an employee, the Borough will pay the value of the accumulated vacation to the estate of the deceased employee.

#### Section 1.1- Scheduling of Vacations

1. The scheduling of the number of employees permitted to be on vacation at the same time, shall be determined by the Department Head, when the requests are submitted.
2. Vacation schedules shall be administered in the following manner for all employees covered under this agreement:
  - A. Employees shall submit initial vacation requests no later than the last day of February. Employees may not submit request for more than 3 consecutive vacations weeks in their initial request.
  - B. The Borough shall approve vacation requests, submitted in accordance with Subsection A, no later than 10 working days after the last day of February and shall post the approved vacation schedule. Approval of vacation request shall be based on seniority. Vacation requests in excess of 2 continuous weeks must be submitted at least 60 days prior to the request and be approved by the Manager.
  - C. After the initial vacation schedule is posted, employees may apply for additional vacation. Such vacation requests may be made at any time after the posting of the schedule noted in Subsection B above and will be awarded no later than 10 working days on a first come first serve basis with seniority applied in cases of simultaneous

applications.

Section 2- Holidays

1. The following holidays shall be observed without loss of pay during the term of this agreement:

New Year's Day

Martin Luther King Day (observed)

Lincoln's Birthday (observed)

President's Day

Good Friday Memorial Day

Juneteenth Day (observed)

Independence Day

Labor Day

Columbus Day(observed)

Election Day (General Election Day)

Veterans Day(observed)

Thanksgiving Day

Day after Thanksgiving

One half-day Christmas Eve Christmas Day

One half-day New Year's Eve

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

2. Employees shall be eligible for holiday pay, provided that he/she is on the job and available for work his/her last full scheduled workday before the holidays and the first full scheduled workday after the holiday even though in different work weeks, except in cases of proven illness or injury.
3. If any of the holidays fall on Sunday, Monday shall be considered as the holiday, if it is generally observed as such in the community, and if the holiday falls on Saturday, the Friday preceding the Saturday shall be declared a holiday in lieu thereof if it is generally observed as such in the community.
4. If one of the above holidays falls within the employee's vacation period, they shall receive an additional day of vacation, which may be taken on the day immediately after the employee's vacation is scheduled to expire.
5. For Library Staff Only — If the holiday falls on a Saturday, the library will close on both Friday and Saturday. Full-time staff members normally scheduled to work on Saturday will be given the option of working their non- Saturday week schedule, taking vacation hours, or being rescheduled during the same pay period, to avoid the loss of normal work hours.

Part-time staff members normally scheduled to work on Saturday will be allowed the option of taking vacation hours or being rescheduled during the same pay period, to avoid the loss of normal working hours.

Section 3- Personal Leave

1. Employees shall receive three (3) paid personal leave days per year. Personal leave may be taken in one-hour increments provided it is mutually agreed by the employee and the Department Head. Personal leave shall be non—cumulative and any leave not taken by the end of the calendar year shall be lost. Employees eligible for this leave with less than 1 year service shall be entitled to a proration of this benefit based upon the number of months of service in the calendar year.
2. Request for personal leave must be given to the Department Head as soon as practicable, except in cases of documented emergency and are subject to approval by the Department Head and the Borough Manager. Requesting for personal leave must be given to the Library Director at least seventy-two (72) hours or two (2) working days in advance, whichever is less, except in cases of documented emergency or subject to approval by the Library Director and Borough Manager.

Request for personal leave shall not be unreasonably denied.

**ARTICLE XIV: LEAVE OF ABSENCE. SICK LEAVE AND OTHER LEAVE.**

Section 1- Military Leave

1. A permanent employee who enters upon active duty with the Military or Naval services in time of war or emergency shall be granted a leave of absence with pay for three months in any one calendar year and will accumulate seniority during such period of service without regard to whether the leave is with or without pay. An employee who voluntarily continues in the military service beyond the time when he or she may be released or who voluntarily re-enters the Armed Forces or who accepts a regular commission shall be considered as having abandoned his or her employment and resigned. Upon termination of said service from the period original enlistment, the employee will be re-employed at the rate of pay prevailing for work to which he or she is assigned at the time of his or her re-employment, provided however, that he or she has not been dishonorably discharged, his or her job or comparable job is available, he or she is physically, mentally and emotionally able to perform such work and he or she makes written application for reinstatement within ninety (90) days after discharge.
2. A permanent employee who is a member of the National Guard or Naval Militia or a reserve component of any of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay for such period. Such leave shall be in addition to regular vacation leave and such pay shall not be for more than three (3) weeks. Proof of service shall be required.
3. A full—time temporary or provisional employee who is a member of the National Guard or a Naval Militia or of a reserve component of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be

granted leave of absence without pay. Proof of service shall be required.

### Section 2- Funeral Leave/Bereavement

All Employees shall be granted time off from scheduled work with pay as bereavement leave in the event of the death of certain relatives of an employee as specified below.

1. In the event of the death of an Employee's spouse, parent or step-parent, or child or step-child, the Employee shall be granted five (5) consecutive working days off with pay.
2. In the event of the death of an Employee's brother or sister, grandparent, grandparent of spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law, the Employee shall be granted three (3) consecutive working days off with pay.
3. In the event of the death of an Employee's Aunt or Uncle, the Employee shall be granted one (1) working day off with pay.

Not more than eight (8) hours per day of twenty-four (24) for any period will be paid under the provision of the section for public works employees and not more than seven (7) hours per day of twenty-four (24) hours for any period will be paid under provision of the section for administrative/clerical employees.

When circumstances warrant, the Borough Manager, in the case of employees under his or her jurisdiction, and the Library Director, in the case of employees under his or her jurisdiction, may grant extensions to the funeral leave benefit provided above in cases involving travel outside the immediate area and for cases involving extremely close relative such as a spouse, child or parent. Extensions of one or two days will be granted and would be assessed, at the employee's discretion, against either vacation, sick time or personal days for extended family members.

Time off with pay as provided in this section intended to be used for the purpose of handling necessary arraignments and attendance at the funeral of the deceased member of the immediate family. In case of death any immediate family reasonable proof shall be required. All leave benefits contained in this section shall be taken within thirty (30) days of the death date. This can be extended by the Borough for extenuating circumstances.

### Section 3- Sick Leave

1. Sick Leave shall mean paid leave that may be granted to an employee for any reasons as set forth in N. J. S. A. 34: 11D-1.
2. Sick Leave shall accrue to employees on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial employment and fifteen (15) working days in every calendar year thereafter. Sick leave allowance not used in any calendar year shall accumulate to the employees credit from year to year to be used if and when needed for such purposes. If an employee is absent for reasons that entitle him or her to sick leave, his or her superior shall be notified at the earliest possible time but in no event less than his or her regular reporting time. Failure to notify his or her superior may be cause for disciplinary action. Sick leave benefits for part- time employee shall be prorated.
3. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness:

- A. An employee who has been absent on undocumented sick leave for period totaling fifteen (15) in one calendar year consisting of periods of less than 5 days shall submit acceptable medical evidence for additional sick leave in that year unless such illness is of chronic or recurring nature requiring absences of one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.
  - B. The appointing authority may require proof of illness of any employee on sick leave whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.
4. In case of leave of absence due to exposure to contagious disease, a certificate from a physician acceptable to both the Borough and the employee shall be required.
  5. The Borough may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, be examined by a medical doctor designated by the Borough. Such examination shall only establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees. The initial examination shall be paid by the Borough.
  6. Absence without notice for five (5) consecutive days shall constitute a resignation. Sick leave is not to be used to extend vacation time.
  7. All benefits of every kind, including salary, sick benefits, insurance, etc. are lost if the employee engages in any other gainful employment while on sick leave. Any employees out of sick leave may, with the Manager's approval, engage in other gainful employment so long as such employment does not jeopardize the employees return to health. However, if any employee lawfully performing other gainful employment while on sick leave is otherwise injured pay in the course of such employment, then all the benefits otherwise due the employee shall be lost until the employee return to active duty.
  8. Any employee violating the provisions of the section may be subject to disciplinary action and/or loss of any claimed sick leave benefits.
  9. Employees who have completed one year of service on or before the first of January of any given year shall have the full amount of sick leave expected to be earned during the year credited to the employee for use during the calendar year. In the event an employee utilizes all or a portion of his or her sick leave in excess of what the employee is actually earned and the employee leaves the employ of the Borough or is granted a leave of absence without pay, then the employee shall be liable for repayment of those days actually used but not earned. The Borough shall deduct whatever amount owed from the employees last paycheck or from whatever amount owed by the Borough to the employee. In determining the liability for sick leave, the Borough will utilize the criteria in part 17- 21 of the Department of personnel manual for Local Jurisdictions.

Section 4- Leave without pay

The Borough Manager, on the request of employee and after reasonable notice, may grant a leave of absence without pay to permanent employees for a period not to exceed six (6) months at any one time. Said leave may only be granted when the Department Head and Borough Manager receive a written request signed by the employee. The Manager may extend such leave for an additional period not to exceed six (6) months upon approval of the governing body. Additional leave may be approved only when the consent of the New

Jersey Department of Personnel. If however, the said employee overstays such leave, his or her employment with the Borough shall be deemed to have been terminated.

Section 5- Sick Leave Injury

1. An employee who is disabled from a work—related injury or illness shall be granted a leave of absence with pay.
2. An employee who can return to work on a part-time basis shall be compensated for the hours actually worked and receive sick leave injury benefits the hours missed due to the disability.
3. An employee to be eligible for sick leave injury benefits must pay to the Borough any Worker's Compensation awards for lost wages.
4. Benefits are limited to a twelve (12) month period from the initial date of the injury or illness.
5. The disability must be an injury or illness resulting from employment.
6. Injuries or illness which would be clearly not have occurred but for a specific work-related accident or condition of employment are compensable.
7. Pro-existing illness, diseases and defects aggravated by work—related accident or condition of employment are not compensable where such aggravation was reasonably foreseeable.
8. Illnesses, such as heart disorder and arthritis, which were generally not caused by a specific work-related accident or condition of employment are not compensable except where the claim is supported by the medical documentation that clearly establishes the injury or an illness is work-related.
9. Psychological or psychiatric illness shall not be compensable, except where such illnesses may be traced to a specific work-related accident or occurrence which traumatized the employee thereby creating the illness and the claim is supported by medical documentation.
10. An injury or illness occurring where the appointing authority has established that the employee has been grossly negligent, including alcohol or drug abuse at the time of the accident, shall not be compensable.
11. Any accident resulting in injury for which the employee seeks compensation must occur on the work premises except as in (13) below.
12. Work premises in the physical area of operation of the appointing authority, including buildings, grounds and parking facilities provided by the Borough the benefit of its employees.
13. An injury occurring off the work premises is compensable only when the employees are engaged in authorized work activity or travel between work stations.
14. For the injury to be compensable, it must occur during normal work hours or approved overtime.
15. Injuries which occur during normal commutation between home and the work station or home and a field assignment are not compensable.
16. Injuries which occur during lunch or break period are not compensable. However,

employees who are required by the appointing authority to remain on call or at a particular job location during lunch and/or work-break shall not be precluded from receiving benefits.

17. The burden is on an employee to establish by a preponderance of the evidence that he or she is entitled to benefits.
18. The employee is required to report to his or her supervisor any accident or work condition claimed to have caused disability upon occurrence or discovery and is responsible for completing a written report on the matter within five (5) days or as soon as possible thereafter. The report shall include a statement of when, where and how the injury or illness occurred, statement of witnesses and copies of all medical reports concerning the injury or illness.

#### Section 6- Sick Leave Pregnancy Disability

1. An employee who requested leave without pay for reasons of disability due to pregnancy shall be granted leave under the same terms and conditions as sick leave or leave without pay. The appointing authority may request acceptable medical evidence that the employee is unable to perform her work because of disability due to pregnancy.
2. An employee may use accrued leave time (for example: sick, vacation) for pregnancy—disability purposes but shall not be required to exhaust accrued leave before taking a leave without pay. However, the employee must exhaust all accrued sick leave to be eligible for New Jersey Temporary Disability insurance.

#### Section 7- Jury Duty Leave

In accordance with N.J.S.A. 2A: 69-5, any employee who is summoned for service as a grand jury or pedicure in any court of this State or in the United States District Court for New Jersey shall be excused from his or her employment on all days he or she is required to be present in court in response to the summons for the jury service. Any full-time employee shall be entitled to receive from the Borough his or her usual compensation for each day he or she is excused for jury service. Employee summoned for service shall notify their immediate supervisor of the days they will be on jury duty. The employee required to report to work as soon as possible upon release from service either on a permanent or temporary basis. The employee shall turn over to the Borough any payments the employee received for serving on jury duty, minus actual expenses for which the employee is not otherwise compensated, for meals, parking, mileage, tolls, and other similar expense items resulting from compliance with a jury summons. An employee need not report to work upon a temporary or permanent released from jury duty and obligation if the employee would be able to work less than one hour before the end of his or her normal working hours.

#### Section 8- Donated sick leave.

Employee shall be eligible for donated sick leave in accordance with Appendix D of this agreement.

### **ARTICLE XV: OTHER BENEFITS**

#### Section 1 -Legal Expenses

Employee shall be eligible for reimbursement for legal expenses as per Chapter 13 of the Washington Code in effect as of the date of this agreement (see appendix B). It is

understood that any changes to Chapter 13 of the Code during the life of this agreement shall not be applicable to the employees covered by this agreement unless agreed in writing by both parties to this agreement.

## Section 2- Medical Expenses

### 1. Inoculation

- A. The Borough will reimburse employees for any out-of-pocket expenses not covered or reimbursed by the Borough provided medical insurance for influenza inoculations. Any employee who avails himself or herself of this benefit shall by way of this agreement hold the Borough harmless from any consequential effects related to the inoculation.
- B. The Borough will reimburse its Public Works employees for any out-of-pocket expenses not covered or reimbursed by the Borough provided medical insurance for allergy inoculations for poisonous vegetation and for Lyme disease.

### 2. Hospital, Surgical, prescription and Major Medical

- A. The Borough agrees to provide Blue Cross Blue Shield Association and medical coverage at the level of coverage currently available through the State Health Benefit Plan (SHBP). Employees may choose to enroll in any plan offered through the SHBP. The Borough shall continue to provide prescription coverage at the level of coverage currently available through the state health benefits plan (SHBP). The Borough reserves the right to change insurance plans and/or carriers so long as the aggregate substantially similar benefits are provided. Nothing in the section shall require the Borough to increase levels of major medical or prescription covered above what is offered by the SHBP, should the SHBP decreased levels of Major Medical or prescription coverage at any time for any reason. Employees shall contribute toward the cost of the Health Benefits Insurance Program as governed by P.L. 2011 Chapter 78.
- B. An existing employee who has previously participated in medical coverage through the Borough of Washington but has medical coverage under a spouse's health benefit plan and subsequently waives participation in the Borough of Washington health benefits program shall be compensated at the rate of \$3,000 or in accordance with P.L. 2011, Chapter 78, whichever is less, prorated to compensate the employee for only those pay periods when the Borough is no longer obligated to make health benefit payment. Proof of coverage under an alternative plan must be furnished to the Borough in order to be eligible for this benefit and as certified by Division of Pensions of the date employer may begin the waiver payment.
- C. A new or existing employee who has not previously participated in medical coverage for the Borough of Washington but has medical coverage under a spouse's health benefit plan and weighs participation in the Borough of Washington health benefits program, shall be compensated based upon the least expensive Health Care premium available at the rate of \$3,000, in accordance with P.L. 2011, Chapter 78, whichever is less, prorated to compensate the employee for only those periods when the Borough is no longer obligated to make health benefit payments. Proof of coverage under an alternative plan must be furnished to the Borough in order to be eligible for this benefit. Payment to commence date certified to do so by Division of Pensions.

3. Dental and Optical Benefit

- A. The Borough agrees to reimburse employees and their dependents for dental and/or Optical Care. For the term of this contract, the maximum rate of reimbursement in each year shall be as follows:

**Individual \$1,000 & Family \$1750 in 2025**

**Individual \$1,250 & Family \$2000 in 2026**

**Individual \$1,350 & Family \$2100 in 2027**

- B. Employees must provide receipts in order to be reimbursed. Employees will receive reimbursement after the annual budget is passed. Forms supplied by the Borough shall be used in all instances. Employees must have completed more than six (6) months service with the Borough to be eligible for this benefit. If the Borough Changes Insurance carriers and offer Dental and Optical Insurance, this reimbursement shall no longer be provided.
- C. Physical examination may be required at any time during employment of a Borough employee to ascertain whether the employee can continue to perform the duties of the position held. In the event that the result is a physical indicates that the employee is unable to satisfactory perform the duties of the position he or she currently holds due to physical conditions, the employee shall, under doctor's care, be required to undergo physical therapy or treatment for correction of the physical deficiency. Inability to correct a physical problem or follow a prescribed therapy or treatment program may result in dismissal or demotion or other disciplinary action.

Section 3- Reimbursement for Expenses

1. Travel Reimbursement

- A. Mileage shall be paid at the rate currently established by the IRS, if the Department Head determines such transportation is necessary and does not provide transportation. Such mileage shall be computed from the Borough's Municipal Building and returning to same.
- B. Said reimbursement compensates employees for gas, oil, vehicle depreciation, insurance and all other expenses related to the ownership and operation of the employee's motor vehicle and shall constitute the Borough's total contribution.
- C. Employee shall be responsible for notifying their insurance companies that their vehicle or vehicles are used for business purposes.
- D. All employees requesting reimbursement shall be required to submit their request on a form provided by the Borough. Costs such as tools, parking meters, etc. shall be added if actual expenses occur.

2. Clothing Allowance

Full-time employees in the Department of Public Works (DPW) shall receive a uniform allowance of \$350.00 per year. The Borough will provide DPW employees with all season uniforms complying with any and all applicable ANSI and OSHA standards, and gloves. The allowance may be used to supplement the uniform provided by the Borough, including but not limited to: long underwear, winter headgear, sweatshirt flag hoodie, winter socks

and boot laces. The above allowances shall be paid upon the passing of the Borough's annual budget. Payment shall be made by separate check and taxes will be taken out at time of payment.

- A. The Borough will provide or reimburse for two (2) pairs of safety toe boots/shoes minimum, annually, cost of purchase or reimbursement not to exceed \$200.00 per pair. Safety toe boots/shoes are available to be purchased as follows: first pair of boots may be purchased January thru June and the second pair may be purchased July thru December of each year.
  - B. New employee shall be eligible for the Safety Shoe/supplemental clothing allowances upon completion of three (3) month service with the Borough Employees are required to wear the appropriate safety equipment and work shoes at all times while working and failure to do so will subject an employee to discipline up to and including termination.
  - C. Employee shall be required to use safety shoe/supplemental clothing allowance in order to maintain a proper appearance and are responsible for maintaining the condition of uniforms, etc.
  - D. Employee shall be personally responsible to replace lost items of clothing or items destroyed or damaged by negligent action or abuse.
3. Meal Reimbursement
- A. Meals shall be paid for by the Borough at the rate of \$10.00 for breakfast; \$15.00 for lunch; and \$20.00 for dinner, when approved by the Borough Manager in connection with official business, provided proper receipts are presented for reimbursement.

#### Section 4- License Incentive

1. The Supervisor of Streets (Road Repair Supervisor) in possession of a valid certificate as a Certified Public Works Manager shall have added to their base pay \$6,000 per year to be paid bi- weekly.
2. The CPWM members shall, in addition to the responsibilities of their job classification, be a Department of Public Works Training Officer without any additional compensation. The CPWM Training Officer shall maintain employee training records, assist in scheduling training programs and any other training related activities requested by the Administrator.

#### Section 5- Deferred Compensation Plan

1. If the Borough establishes a Deferred Compensation Plan, all employees covered by this agreement shall be eligible to participate on a voluntary basis.

### **ARTICLE XVI: RETIREMENT**

In addition to the retirement program required by State Law and Social Security, permanent employees, upon retirement, shall be entitled to receive compensation for unused sick time computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave, based upon the base salary approved in the Salary Ordinance currently in effect on the date of the employee's retirement. In no case will the payment exceed

\$15,000. Retirement shall be defined as leaving of employment with the Borough in good standing upon either reaching the age of fifty-five (55) or greater or having twenty-five (25) years or greater

of service with the Borough on a full-time basis.

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

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

## **Article XVII: TEMPORARY DISABILITY INSURANCE**

All employees shall be enrolled in the State's Temporary Disability Insurance Program. In accordance with this State program, the cost shall be borne equally by employees and employer.

## **Article XVIII: HOURS OF WORK**

### **Section 1-Hours of Work**

1. Public Works employee shall work five (5) days, eight (8) hours per day for a total of forty (40) hours a week. Administrative/Clerical staff shall work five (5) days, Seven (7) hours each day for total of thirty-five (35) hours a week. It is understood that nothing in this agreement shall constitute a guarantee that the Borough show provide any specific number of hours of work for any employee or employees.
2. Each work hour shall be divisible into four (4) fifteen (15) minute periods. Time paid will be calculated to the end of the fifteen (15) minute interval from actual time worked as recorded on the time card or pay voucher.

### **Section 3-Work Schedule**

1. Public Works employees shall work in accordance with schedules posted on a monthly basis by the Department Head. Work schedules may be changed as necessary for work such as line painting, street sweeping, road resurfacing; and the Borough may, with at least twelve (12) hours' notice, change the work schedule for clearance of snow in the business district. Employees who were plowing snow on an emergency basis must be off duty for at least twelve (12) hours before being required to report for duty on other than their normal work schedule. It is understood by both parties that the above language does not encompass snow plowing, *road* salting, or other emergency situations. It is understood that employees who work an alternate shift will not be eligible for overtime payment unless the hours worked exceed forty (40) hours in a week or eight (8) hours in a day.
2. Starting, finishing, break and lunch times for administrative/clerical employees will be established within each department by the department and with the approval of the Borough Manager and work schedule shall be posted within the department. An individual employee

starting, finishing, break and lunch hours may be changed or modified upon mutual agreement reached between the employee, Department Head or Borough Manager.

Section 3-Clean-Uo Time

1. Administrative/clerical employees will be given a reasonable amount of time prior to the ending of the workday to tidy desk and generally clean themselves before finishing time. The Department Head shall be responsible for seeing that this policy is not abused and may limit the time allotted for cleanup for employees under his or her supervision.
2. Public Works employee shall be given fifteen (15) minutes prior to the end of the working day to replace tools, cleanup vehicles, and to generally clean themselves before finishing time.

Section 4-Break Time and Meal Time

1. Public Works employees called in to work in emergency situations shall receive a pay fifteen (15) minute break for every four (4) hours work to be scheduled not later than at the end of the Four- hour period.
2. All Public Works employees on their regular shift or any alternatives as described in Section 1(c) above shall receive a paid fifteen (15) minute break during the first four (4) hours of the shift and forty-five (45) minute lunch break, fifteen (15) minutes of which shall be paid break time. The lunch break shall be scheduled at a time acceptable to the Supervisor and agreeable to the majority of employees in the department.
3. All administrative/clerical employee shall receive a fifteen (15) minute break during the four- hour afternoon shift which shall be taken away from the employee's normal workstation if practical.

**ARTICLE XIX: OVERTIME**

1. When applicable
  - A. Overtime shall be paid to Public Works employees when said employee is required by the Department Head to work outside the scheduled eight (8) hour work schedule, or on a regular scheduled day off. Employees shall be paid compensation at the rate of one and one half (1-1/2) times their regular hourly rate, which is obtained by dividing their salary base rate of pay by 2080 hours, when the hours worked in a regular scheduled work week exceed forty (40) hours. Public Works employee shall have sole discretion to be credited with compensatory time at the rate of one and one-half (1-1/2) times their regular rate in lieu of overtime payment. All overtime must be approved by the Department Head. Public Works employees required to work more than sixteen (16) consecutive hours shall be paid two (2) times there our regular hourly rate for those hours worked beyond sixteen (16) hours, until the start of their next regularly scheduled shift.
  - B. Overtime shall be paid to administrative/clerical employees when said employees is required to work outside the regular scheduled thirty-five (35) hour work week schedule or on a regular scheduled day off. Employees shall be paid compensation or credited with compensatory time off in lieu of pay at the regular hourly rate for

the first five (5) hours of overtime in a work week at the rate of one and one-half (1- 1/2) time's the regular hourly rate for overtime beyond the first five (5) hours in a work week. The regular hourly rate shall be obtained by dividing their annual salary by 1820 hours.

- C. Paid compensation for overtime work shall be provided unless the employee chooses to be credited with compensatory time off in lieu of pay. No employee shall accumulate more than 160 hours of compensatory time off hours.

2. Overtime on Holidays

An employee who actually worked between 6:30 a.m. and 11:59 p.m. on the day of the holidays listed in Article XIII is observed by the Borough except as provided below, shall be entitled to premium pay computed at two (2) times the regular hourly rate for the hours so worked on that day plus the regular holiday pay. Hourly rate is established by dividing the employee's annual base salary by 2080 working hours for Public Works employees and 1820 hours for administrative/clerical employees. On New Year's Day, Independence Day and Christmas Day, an employee actually working on the day of the holiday and not on the day it is observed by the Borough, shall be entitled to premium pay as computed above. Paid compensation or compensatory for overtime shall be provided to all Public Works employees. Administrative/Clerical employees may choose to be credited with compensatory time off in lieu of pay. Overtime pay or compensatory time off shall not be pyramided. Pyramiding is defined as receiving two types of premium pay, i.e.. regular overtime plus Holiday double time.

3. Minimum overtime for call in pay.

Except as hereinafter provided, whenever employee is called in to perform duty when he or she is already off duty and has left the premises, said employee shall be paid a minimum of two (2) hours overtime. Time added to the beginning or end of a regular scheduled working shift shall not be governed by any minimum overtime contained in the section but shall be treated as a regular overtime for hours actually worked in accordance with Subsection (A) above.

4. Employee obligation

- A. From November 1 through March 31st of each year, DPW employee shall be obligated to be available for emergency storm response unless leave has been pre-authorized by the Borough Manager during said period. When so notified by the Borough, DPW Personnel shall at all times carry any mobile telephone and shall further make a reasonable effort to maintain an adequate level of power in the battery of same and every reasonable effort shall be made to answer any and all calls originating from: the Warren County Emergency Operations Center, the Borough Manager, or the DPW Supervisor. At no time shall the Warren County Emergency Operations Center, the Borough Manager, or the DPW Supervisor, place calls to an employee's mobile telephone outside of normal working hours unless the call is directly related to emergency call-out or an ongoing emergency response. If calls cannot be answered by the employee, a returned call should be made as soon as reasonably possible in order to inform the Warren County

Emergency Operations Center, the Borough Manager, or the DPW Supervisor as to the status of the employee's ability to respond. Failure to respond in a timely manner to two (2) emergency call outs between November 1 and March 31st may result in commencement of disciplinary measures consistent with the terms set forth herein.

- B. Employees required to work emergency storm response during a mandatory travel restriction that has resulted in the closure of Borough offices in accordance with Article XIII, section 6, shall be compensated at two (2x) their hourly rate. In these situations, employees may elect to take compensatory time at their discretion. Compensatory time shall be scheduled in consultation with the DPW Supervisor.
- C. Employees called in pursuant to snow emergency response, or for any other Borough emergency, for two (2) hours in length or more shall be compensated at the appropriate overtime rate for an additional thirty (30) minutes to account for travel and preparation related to emergency response.
- D. In addition to snow removal or any other emergency resulting in on-call employees responding to an emergency, when circumstances warrant, overtime may be required of the employee by his/her supervisor, provided twenty-four (24) hours notification is given. Notification of less than twenty-four (24) hours may be given if an emergency or unforeseen situation arises it demands immediate attention. Overtime may be refused for reasons of health or in the case of an employee who had other time off approved in advance. All overtime must be approved by the employees and by a supervisor. Emergency or extenuating circumstances may prevent supervisory approval of overtime prior to working overtime. Any employee falling within this scenario shall continue to work as needed but should notify his/her supervisor as soon as is reasonably possible. An employee failing to adequately justify overtime hours shall be subject to disciplinary proceedings for the unjustified hours worked.

5. Equalization of overtime opportunity

Overtime shall be scheduled and distributed by seniority on a rotational basis by classification within each work unit without discrimination provided it does not impair operations. Employees within their work unit who are qualified and capable of performing to work without additional training shall be called upon to perform such work. A list showing the rotational order and overtime call status of each employee and a record of the total overtime worked and refused by each employee shall be maintained in the work unit.

6. Payment of compensatory time upon death

In the event of an employee's death while in the employ of the Borough, the amount of compensatory time earned but unusual be paid to the estate of the deceased at the established rate of pay at the time of the employee's death.

7. Meals for Overtime

The Borough agrees to pay a meal allowance in the regular check to DPW employees on overtime at \$10.00 for breakfast, \$15.00 for lunch, and \$20.00 for dinner, when on duty at 4 a.m. for breakfast, 12 p.m. for lunch, and 6 p.m. for dinner.

## ARTICLE XX: COMPENSATION

### Section 1-Rates of Pay

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

An employee may accept additional work for the Borough under a different classification on a part-time or temporary basis, provided the hours worked do not interfere with the employee's normal hours of work. Work performed under a separate job classification on a part-time or temporary basis shall be compensated at the rate approved for the class title. Overtime shall be paid for all hours worked at the secondary classification. Employees will be compensated whenever possible at a rate of pay identical to their current pay in the regular position except when the wage or salary range for the secondary job class title would be surpassed, in which case the employee will be paid at the top rate in the wage or salary range for the secondary job classification. If the employee does not receive the minimum wage or salary established for the secondary classification, then the employee shall have his/her rate of pay computed based upon the starting salary in the secondary classification.

### Section 2- Base Rates of Pay

1. Employee shall be paid in accordance with the salary step system listed in Appendix C for each job classification. Appendix C shall be modified to reflect the following across-the-board increases:

Effective January1, 2025	3.25%
Effective January 1, 2026	3.25%
Effective January 1, 2027	3.25%

Movement through the step system shall be subject to a satisfactory evaluation as described in article XXIII, based on: the employee's credited years of service with the Borough and shall occur as follow:

- A. Effective January 1st of each year of this agreement, employees will move to the salary step listed for the employee job classification and credited years of service with the Borough as of January 1st of that year;
- B. On the employee's anniversary date of employment, the employee will move to the next salary step listed for that calendar year for the employee's job classification. The anniversary date is the pay period in which an employee is eligible for a salary increase for example, and employee is appointed to a position on August 16". The first full pay period following that date of appointment is pay period which begins September 1°. All employees will receive the Anniversary salary step each year of this Agreement with the exception of those employees who have reached the maximum salary step in their job classifications.

### Section 3-salary adjustment for promotions

1. An employee's rate of pay will be adjusted upon promotion by determining the lowest salary step in the new classification that is higher than the employees' current rate of pay plus one additional step. If the lowest salary step in the new classification that is higher than the employees' current rate of pay would result in the employee receiving more than \$1,500 increase, the employee will remain at that salary step.
2. If an employee receives more than a \$1,500 increase upon promotion comma then for the purpose of movement through the step system only, as outlined in Section 2(1)(a) above, the employee's anniversary date of employment shall be changed to the effective date on which the employee received a promotion.

#### Section 4-Out of Title Work

Anyone working above their job title shall receive the compensation of the higher job title for the hours worked. Out of title work compensation will only be given for work performed requiring a specialized skillset i.e. non-routine plumbing, electrical, welding and bucket operator. Employees shall receive \$5 per hour for out of title work per hour for out of title.

#### Section 5 Salary Scale

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

### **ARTICLE XXI: JOB ACTIONS**

1. The Union agrees that during the life of this agreement it will not authorize, sanction, condone, direct or participate in, nor will it advised, direct, counsel, aid or abet, or assist any employee in, any job action against the Borough for purposes of this section "job action" shall be defined as any strike, boycott, slow down, sick-in, sick-out, or similar action.
2. The Union agrees that it will do everything in its power to prevent it members from participating in any strike, work stoppage, slowdown or other activities aforementioned or support any such actions by any other employee or group of employees of the Borough and that the union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.
3. In the event of job actions as described above, it is agreed that participation in any such activity by any employee covered under this agreement shall entitle the Borough to take any disciplinary action up to and including termination of such an employee. Such discipline shall be appealable under Article XV of the contract and New Jersey Department of Personnel Regulations.
4. Nothing contained in this agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have for injunction or damages or both, in the event of such breach by the Union.

**ARTICLE XXII: EMPLOYEE EVALUATIONS**

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

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

This agreement shall be in full force and effect as of **January 1, 2025 and shall remain in effect to and including December 31, 2027** without any reopening date and shall not be modified in whole or in part by the parties except by an instrument in writing only executed by duly authorized representatives of both parties. This agreement shall continue in full force and effect from year to year thereafter, unless either of the parties gives notice, in writing, at least one hundred twenty (120) days prior to the expiration date of this agreement of a desire to change, modify or terminate this agreement. It is the intention of the parties that members of the Union shall retain such benefits or conditions of employment as specifically provided for in this agreement and these benefits and conditions of employment shall continue until such time as either amended or suspended by a new contract with the employee group covered by this agreement.

**ARTICLE XXIV: SEPARABILITY AND SAVINGS**

If any provisions of this agreement or any application of this agreement is held to be contrary to Law, then such Provisions or application shall not be deemed valid accepting the extent permitted by law, but all other provisions or application shall continue in full force and effect.

**ARTICLE XXV: FULLY BARGAINED AGREEMENT**

The parties hereto mutually acknowledge and agree that this agreement embodies the entire agreement and understanding between the parties on all issues which were or could have been the subject of bargaining, and that there exist no separate agreements between the parties which alter the terms whereof or which are in addition to the term hereof.

IN WITNESS THEREOF, The Borough and the Union have caused this agreement to be signed by their duly authorized representative as of this \_\_\_\_\_ day of 2025 \_\_\_\_\_

FOR BOROUGH OF WASHINGTON:

By: Louann Cox  
Louann Cox, Mayor

Brian S. Bond  
Brian S. Bond, Borough Manager

Attest: Laurie A. Courter  
Laurie A. Courter, Borough Clerk

FOR COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO:

Stephen Cotroneo  
Stephen Cotroneo, Staff Representative C.W.A. Local #1032

Albert L Strunk Jr  
Albert L Strunk Jr, Steward

Leroy Baylor, CWA National Representative

## **APPENDIX A - JOB TITLES IN BARGAINING UNIT**

\*Please note the titles changes here as per Civil Service Title Consolidation.

Account Clerk

Administrative Clerk

Assistant Municipal Tax Collector

Building Maintenance Worker

Clerk 1

Code Enforcement Officer/Zoning Officer

Equipment Operator

Keyboard Clerk 1 (formerly Clerk Typist)

Keyboard Clerk 2 (formerly Senior Clerk Typist)

Keyboard Clerk 3

Laborer 1 (formerly Laborer)

Library Assistant

Road Repairer 3 (formerly Assistant Supervisor Streets)

Road Repairer Supervisor (formerly Supervisor Streets)

Senior Account Clerk

Truck Driver

## **APPENDIX B**

### OFFICERS AND EMPLOYEES

#### Chapter 13

#### ARTICLE 1

##### Indemnification

[Adopted 9-16-86 as Ord NO. 18-86]

##### Subsection 13-1. Definitions

For the purpose of this Article, Unless the context clearly indicates a different meaning, the following words and phrases shall have the meaning set forth:

INSURANCE -- Coverage afforded by insurance policies of every kind, whether the premiums are paid by the Borough, the municipal official or someone on his behalf.

MUNICIPAL OFFICIAL- Any officer, employee, board member or committee member appointed or hired by the Mayor of Borough Council of the Borough of Washington whether full-time or part-time. the term shall also include any person elected by the voters of the Borough of Washington to fill any official position in the Borough of any person subsequently appointed to fill such position.

##### Subsection 13-2. Reimbursement of expenses: exceptions

- A. Subject to the provisions of this Article, The Borough of Washington shall reimburse a municipal official for all expenses incurred, specifically including reasonable attorney fees and court costs, and all monetary judgements, excluding punitive damages, imposed upon him in any action of legal proceeding of non-criminal nature arising out of or incidental to the performance of the duties of the position of office held by such municipal official.
- B. Exceptions. The Borough shall not be obligated to provide reimbursement in the following instances:
  1. Where the legal proceeding is instigated or brought by municipal official.
  2. Where the legal proceeding involves a claim of misfeasance or malfeasance in office, or claim of fraud, theft or misappropriation of public funds. And the municipal official is found liable for the charge.
  3. Where legal proceeding is instigated or brought by Borough of Washington against the municipal official.
  4. Where the legal proceeding involves a question concerning the elective laws.

##### Subsection 13-3. Amount of Reimbursement

The amount the Borough is obliged to reimburse the municipal official shall be reduced by any insurance coverage payable to the municipal official by the net amount (recovery less

attorney fees, disbursements and court costs) of any money received by the municipal official in any counteraction against the person or persons bringing the action against him.

Subsection 13-4. Cooperation with Borough

A municipal official shall not be entitled to indemnification or reimbursement pursuant to this Article unless, within ten (10) calendar days of the time he is served with any summons, complaint, process, notice, demand or pleading, he delivers the original or a copy thereof to the Municipal Attorney. The Municipal Attorney shall be obligated to cooperate with the Borough in the conduct of the municipal official's defense. Whenever competent and disinterested legal counsel is available to the Borough through any insurance coverages, the municipal official shall be obliged to be represented by such counsel. If the Borough wishes to use the Municipal Attorney or the attorney for any board or committee of the Borough to defend the action, the municipal shall be obligated to be represented by that attorney unless there is a conflict of interest. The refusal of the municipal official to cooperate with the Borough shall terminate the Borough's obligation to reimburse the municipal official.

Subsection 13-5. Settlements

If the legal proceeding is terminated by an agreement amongst the parties, then the Borough shall not be obligated to reimburse the municipal official unless the Borough approves the settlement agreement.

Subsection 13-6. Counter actions

If the municipal official files a counteraction in the legal proceedings, The Borough shall not be obliged to reimburse him for any attorney fees or court costs attributable to such counteraction.

Subsection 13-7. Payments

The Borough may reimburse a municipal official for a portion of the expenses incurred prior to a final decision in a legal proceeding, but the Borough shall be entitled to wait for a final determination before being obligated to make any payments,

Subsection 13-8. Members of Borough Police Department

REMOVED: CWA Contract 1/2022-12/2024

## APPENDIX C- SALARY SCALE

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

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

SALARY SCALE CWA 2025-2027	2025	2026	2027
Road Repairer Supervisor	2025	2026	2027
	3.25	3.25	3.25
1st Year	82,105	84,774	87,529
2nd Year	83,860	86,585	89,399
3rd Year	85,612	88,394	91,267
4th Year	87,363	90,202	93,134
5th Year	89,116	92,012	95,003
6th Year	90,866	93,819	96,868
7th Year	92,624	95,634	98,742
8th year	94,381	97,448	100,615
Road Repairer 3	2025	2026	2027
	3.25	3.25	3.25
1st Year	75,720	78,181	80,722
2nd Year	77,825	80,354	82,965
3rd Year	79,930	82,528	85,210
4th Year	82,033	84,699	87,452
5th Year	84,140	86,875	89,698
6th Year	86,223	89,025	91,919
7th Year	88,346	91,217	94,182
8th year	90,456	93,396	96,431
Equipment Operator, Keyboard Clerk 3	2025	2026	2023

	3.25	3.25	3.25
1st Year	67,864	70,070	72,347
2nd Year	69,971	72,246	74,594
3rd Year	72,073	74,415	76,833
4th Year	74,174	76,584	79,073
5th Year	76,281	78,760	81,320
6th Year	78,385	80,933	83,563
7th Year	80,488	83,103	85,804
8th year	82,598	85,282	88,054
Truck Driver	2025	2026	2027
	3.25	3.25	3.25
1st Year	60,871	62,849	64,892
2nd Year	63,079	65,129	67,245
3rd Year	65,290	67,412	69,603
4th Year	67,502	69,696	71,961
5th Year	69,707	71,973	74,312
6th Year	71,919	74,256	76,669
7th Year	74,134	76,543	79,030
8th year	76,344	78,825	81,387
Building Maintenance Worker	2025	2026	2027
	3.25	3.25	3.25
1st Year	56,569	58,407	60,305
2nd Year	58,326	60,222	62,179
3rd Year	60,075	62,027	64,043
4th Year	61,828	63,838	65,912
5th Year	63,580	65,647	67,780
6th Year	65,335	67,458	69,650
7th Year	67,086	69,266	71,517
8th year	68,846	71,084	73,394
Laborer 1	2025	2026	2027

	3.25	3.25	3.25
1st Year	51,282	52,949	54,670
2nd Year	53,086	54,811	56,593
3rd Year	54,897	56,681	58,523
4th Year	56,704	58,547	60,450
5th Year	58,512	60,413	62,377
6th Year	60,317	62,277	64,301
7th Year	62,122	64,141	66,226
8th year	63,935	66,013	68,159

Administrative Clerk	2025	2026	2027
	3.25	3.25	3.25
1st Year	63,301	65,358	67,482
2nd Year	67,397	69,588	71,849
3rd Year	71,495	73,819	76,218
4th Year	75,596	78,052	80,589
5th Year	79,694	82,284	84,958
6th Year	83,790	86,514	89,325
7th Year	87,887	90,744	93,693
8th year	91,991	94,980	98,067

Assistant Municipal Tax Collector	2025	2026	2027
	3.25	3.25	3.25
1st Year	54,738	56,517	58,354
2nd Year	58,199	60,090	62,043
3rd Year	61,658	63,662	65,731
4th Year	65,120	67,236	69,421
5th Year	68,582	70,811	73,112
6th Year	72,041	74,382	76,799
7th Year	75,598	78,055	80,591
8th year	78,960	81,527	84,176

Supervising Library Assistant	2025	2026	2027
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	3.25	3.25	3.25
1st Year	48,812	50,399	52,037
2nd Year	51,632	53,310	55,043
3rd Year	54,456	56,226	58,053
4th Year	57,279	59,141	61,063
5th Year	60,239	62,197	64,218
6th Year	62,870	64,913	67,023
7th Year	65,754	67,891	70,097
8th year	68,567	70,796	73,097
Account Clerk, Keyboarding Clerk 2			
	2025	2026	2027
	3.25	3.25	3.25
1st Year	45,744	47,231	48,766
2nd Year	48,998	50,591	52,235
3rd Year	51,821	53,505	55,244
4th Year	54,644	56,420	58,254
5th Year	57,467	59,335	61,263
6th Year	60,294	62,253	64,277
7th Year	63,117	65,168	67,286
8th year	65,936	68,079	70,292
Library Assistant, Keyboarding Clerk 1			
	2025	2026	2027
	3.25	3.25	3.25
1st Year	40,378	41,690	43,045
2nd Year	42,821	44,213	45,649
3rd Year	45,270	46,741	48,260
4th Year	47,717	49,268	50,869
5th Year	50,163	51,793	53,477
6th Year	52,610	54,320	56,085
7th Year	55,054	56,843	58,691
8th year	57,504	59,373	61,303
Code Enforcement Officer/zoning Officer			
	2025	2026	2027

	3.25	3.25	3.25
1st Year	60,856	62,833	64,875
2nd Year	63,132	65,184	67,302
3rd Year	65,502	67,631	69,829
4th Year	67,966	70,175	72,456
5th Year	70,529	72,821	75,188
6th Year	73,195	75,574	78,030
7th Year	75,967	78,436	80,985
8th year	78,849	81,412	84,057

Clerk 1	2025	2026	2027
	3.25	3.25	3.25
1st Year	28,192	29,108	30,054
2nd Year	29,676	30,640	31,636
3rd Year	31,237	32,252	33,300
4th Year	32,881	33,950	35,053
5th Year	34,611	35,736	36,897
6th Year	36,433	37,617	38,839
7th Year	38,350	39,596	40,883
8th year	40,368	41,680	43,035

Senior Account Clerk	2025	2026	2027
	3.25	3.25	3.25
1st Year	63,861	65,937	68,080
2nd Year	66,094	68,243	70,460
3rd Year	68,410	70,634	72,929
4th Year	70,594	72,888	75,257
5th Year	73,065	75,439	77,891
6th Year	75,622	78,080	80,618
7th Year	78,269	80,812	83,439
8th year	81,009	83,642	86,360

## **APPENDIX D- DONATED SICK LEAVE PROGRAM**

There will be times when an employee suffers from a catastrophic illness or injury which necessitates the employee's prolonged absence from work and for which the employee has no available paid leave. The Borough recognizes that co-workers would like to assist their fellow employees under such circumstances by volunteering to donate a portion of their accumulated benefit days to the employee(s) suffering from a catastrophic illness or injury. The Borough of Washington will at all times comply with all applicable laws, statutes and regulations.

### **Donated Leave Program Eligibility and Procedure**

A Borough employee may be eligible to receive donated sick or vacation leave if the employee:

- A. Has completed at least one year of continuous service; and
- B. Has exhausted all accrued sick, vacation and administrative leave, all sick leave injury benefits, if any, and all compensatory time off, if any, as of the date the desired absence would commence; and
- C. Has not, in the two-year period immediately preceding the employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave; and
- D. Either:
  - i. Suffers from catastrophic health condition or injury
  - ii. Is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury; or
  - iii. Requires absence from work due to the donation of an organ (which shall include, for example, the donation of bone marrow).

A Borough employee shall request that the Borough approve his or her participation in the program, as a leave recipient or leave donor. The employee's supervisor may make such a request on behalf of the employee for his or her participation in the program as a leave recipient.

- A. The employee or supervisor requesting the employee's acceptance as a leave recipient shall submit to the appointing authority medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition of injury, or the donation of an organ, as the case may be, If the employee's leave extends beyond the anticipated return to work date as set forth in the Physician or Health Professional's certification then updated verifications must be submitted to the Borough for continued eligibility to utilize donated leave.
- B. When the Borough has approved an employee as a leave recipient, the appointing authority or their designee shall, with the employee's consent, post or circulate the employee's name along with those of other eligible employees in a conspicuous manner to encourage the donation of leave time and shall provide notice to all negotiation representatives in that

appointing authority.

If the employee is unable to consent to this posting or circulation, the employee's family may consent on his or her behalf.

An employee who is a recipient of the program will be allocated benefit days based on the physician's anticipated duration of the illness or injury. Of the employee returns to work prior to the anticipated date of return, the remaining donated leave days will be returned to employees who donated leave time.

Under no circumstances may an employee receive temporary disability (TDI) benefits for the same period that they are paid wages from donated leave time or while using any of their own paid leave time. Temporary Disability Benefits law requires that an employee must use all donated leave before TDI benefits can be paid.

#### Definition of Catastrophic Illness or Injury

With respect to an employee, a "catastrophic health condition or injury" is either:

- A. A life-threatening condition or combination of conditions; or
- B. A period of disability required by his or her mental or physical health or the health of employee's fetus which requires the care of a physician who provides a medical verification of the need for the employee's absence from work for 60 or more days.

With respect to an employee's immediate family member, a "catastrophic health condition or injury" is either

- A. A life-threatening condition or combination of conditions; or
- B. A period of disability required by his or her mental or physical health which requires the care of a physician who provides a medical verification of the need for the family member's care by the employee for 60 or more workdays.

Medical verification of the existence and continuation of such a condition will be required for the entire duration of the illness precipitating the employee's leave. Should the employee fail to provide the Borough with written medical verification of the continuing condition, they may be terminated from the donated leave program.

#### Procedure for Donations

A leave recipient must receive at least five sick days or vacation days or a combination thereof from one or more leave donors to participate in the donated leave program.

A leave recipient shall receive no more than 260 sick days or vacations days, and shall not receive any such days on a retroactive basis.

A leave donor shall have remaining at least 20 days of accrued sick leave if donation sick leave and at least 12 days of accrued vacation leave if donating vacation leave.

Employees shall not donate more than thirty (30) sick days to any one recipient. All donated leave days must be whole days (sick or vacation).

A leave donor shall not revoke the leave donation.

While using donated leave time, the leave recipient shall accrue sick leave and vacation leave and administration leave and be entitled to retain such leave upon his or her return to work.

Upon retirement, the leave recipient shall not be granted supplemental compensation on retirement for any unused sick days which he or she had received through the leave donation program.

Any unused, donated leave shall be returned to the leave donors on a prorated basis upon the leave recipient's return to work, except that if the proration of leave days results in less than one day per donor to be returned, that leave time shall not be returned.

Employees will be required to fill out and sign a form designating the number of days they wish to donate. The Human Resources Department or the donating employee's department of division, pursuant to a directive from Human Resources, will adjust the employee's accumulated leave hours amount and notify the donating employee of their new total.

Donation of leave time shall not be counted as an absence by the donor for attendance awards eligibility or for any other purpose.

SIGNATURE PAGE

Louann Cox  
Louann Cox, Deputy Mayor

Brian S. Bond  
Brian S. Bond, Borough Manager

Attest: Laurie A. Courter  
Laurie A. Courter, Borough Clerk

Date: 15 SEP 2025

Date: 9-15, 2025

FOR COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO:

Stephen Cotroneo  
Stephen Cotroneo, Staff Representative  
C.W.A. Local #1032

Albert L Strunk Jr  
Albert L Strunk Jr, Steward

Date: 9-4-2025

Date: 9-15-2025

Signed by:  
Leroy Baylor, CWA National Staff Representative

8C8BE373857049C  
Leroy Baylor, National Staff Representative  
C.W.A.

Date: 9/15/2025

