

RESOLUTION 2023-67

AUTHORIZING EXECUTION OF THE LABOR AGREEMENT BETWEEN THE INTERLAKEN PUBLIC WORKS DEPARTMENT AND THE BOROUGH OF INTERLAKEN – JANUARY 1, 2023 THROUGH DECEMBER 31, 2032

WHEREAS a settlement has been reached between the Borough of Interlaken and CWA Local 1075 for the employees of the Interlaken Public Works Department, and

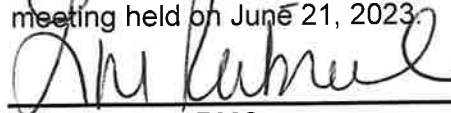
NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Interlaken upon the recommendation of Mayor and Borough Administrator does hereby approve the settlement agreement, as amended and attached, between the employees of the Interlaken Public Works Department and the Borough of Interlaken for the period of January 1, 2023 through December 31, 2032, and

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk of Interlaken are hereby authorized to execute the labor agreement.

BE IT FURTHER RESOLVED that a copy of this Resolution and executed contract be forwarded to the following:

1. Mr. Tom Fagan, CWA Local 1034
2. Interlaken Public Works Employees
3. Interlaken Chief Financial Officer

I, Lori Reibrich, Administrator/Clerk of the Borough of Interlaken, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Interlaken at a regular meeting held on June 21, 2023.



Lori Reibrich, RMC
Borough Administrator/Clerk

Record of Vote	Mayor Nohilly	Council President Butler	Councilwoman Horowitz	Councilman Delia	Councilman Franks	Councilman DeSarno	Councilman Blasucci
Motion to Approve					X		
Motion to Second		X					
Approved		X	X	X	X	X	
Opposed							
Not Voting/Recuse							
Absent/Excused							X

COLLECTIVE BARGAINING AGREEMENT

Between

BOROUGH OF INTERLAKEN

And

COMMUNICATION WORKERS OF AMERICA

LOCAL 1075

January 1, 2023 through December 31, 2032

PURPOSE

This agreement is entered into pursuant to the provisions of the Public Employment Relations Act of the State of New Jersey to promote and ensure harmonious relations, cooperation, and understanding between the Borough and employees, to prescribe the rights and duties of the Borough and employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interest of the people of the Borough of Interlaken.

ARTICLE I **RECOGNITION**

The Borough hereby recognizes Communication Workers of America Local 1075 as the sole and exclusive negotiating agent and representative for all regularly employed blue-collar employees of the Public Works Department, but excluding all other Borough employees.

Excluded from the bargaining unit are all managerial executives, confidential employees and supervisors within the meaning of the Public Employment Relations Act; craft employees, casual employees and other employees of the Borough of Interlaken.

ARTICLE II **PRESERVATION OF RIGHTS OF PARTIES**

The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to the Interlaken Public Works Department which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in this agreement, shall be maintained in not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this agreement.

Unless a contrary intent is expressed in this agreement, all existing benefits, rights, duties, obligations, and conditions of employment applicable to any employee pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE III
NON-DISCRIMINATION

The Borough and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, political affiliation or membership or non-membership or activity in the Union.

ARTICLE IV
PENSION

- A. The borough shall provide retirement benefits to employees covered by this agreement in accordance with, and pursuant to the provisions and statutes of the Public Employee's Retirement System (PERS)
- B. The Borough will pay to the appropriate Fund all amounts which the Fund requires to be made on behalf of the employees so covered.

ARTICLE V
SENIORITY

- A. During the first ninety (90) calendar days of employment an employee shall be considered probationary. Probationary employees shall be subject to the terms of this agreement except that probationary employees shall have no recourse under the grievance procedure herein concerning disciplinary issues. Probationary employees may be disciplined and/or discharged at the sole discretion of the employer.
- B. After completing the probationary period, an employee will have full seniority rights from their date of hire.
- C. A non-probationary employee may be disciplined or discharged only for just cause.

ARTICLE VI

GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this agreement the following procedures shall be used:

A grievance is defined as any disagreement between the Boro and the Union or the Borough and any employee covered hereunder involving the interpretation, application or operation of any provision of this agreement with respect to wages, hours of work or other conditions of employment.

Step 1 – The employee or the union shall present and discuss the grievance orally with the Mayor or his designee within 15 days after the occurrence giving rise to the grievance, or within fifteen days of the time when the union or employee became aware of the occurrence. The Mayor or his designee shall answer the grievance orally within five days of its presentation.

Step 2 – If the grievance is not resolved at Step 1, or if no answer has been given, the union may present the grievance in writing to the Mayor or his designee within five days after the expiration of the time frame in Step 1, setting forth the nature of the grievance involved, the applicable provisions of the agreement and the remedy sought. The Mayor or his designee shall answer the grievance in writing within 5 days after receipt of same.

Step 3 – If the grievance is not resolved at Step 2, the union may present the grievance to the Council within 15 days after the expiration of the time limits in Step 2. The Council shall consider the grievance and may request a meeting of the parties, and shall render a written decision on the grievance within 15 days from the date of presentation of the grievance or from the date of any meeting, whichever is later.

Step 4 – If the grievance is not resolved at Step 3, the union may, within thirty calendar days, refer the matter to the Public Employment Relations Commission (PERC) for selection of an arbitrator who shall render a final and binding decision. The expense of such arbitration shall be borne equally by the parties.

The arbitrator's decision shall be in writing. The arbitrator shall be bound by the provisions of this agreement and shall be restricted to the application of the facts presented. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this agreement or any amendment or supplement thereto.

All of the time limits contained in this article may be extended by mutual consent. All of the days referred to in this article shall mean calendar days.

ARTICLE VII
WAGES

- A. The base annual salaries for employees covered under this agreement shall be as set forth in Appendix A. The base annual salary guide shall be effective January 1st of the respective year.
- B. Newly hired employees will be placed at the Start Rate for the first twelve months of employment. Progression to the Mid Rate and Top rate will occur on the employee's second and third anniversary dates respectively. (The above clause was moved from Appendix A.)
- C. Progression on the salary guide for New Hires shall occur on the employee's anniversary of their date of hire with the Borough as a full time employee. Such progression shall be automatic unless the Borough can show just cause for withholding such progression.
- D. If the Borough of Interlaken is the service provider in any future inter-local agreements, DPW employees will receive an additional annual stipend (not subject to longevity or contractual increments) for any service performed while under said contract.

ARTICLE VIII
HOLIDAYS

The following days are recognized Holidays under this agreement:

New Years Day
Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Juneteenth
July 4th
Labor Day
Columbus Day
Veterans Day
Thanksgiving
Day after Thanksgiving
Christmas

All covered employees shall receive eight hours straight time pay for each of the above Holidays.

Employees shall, in addition to the holiday pay, receive time and one-half for any hours worked on a recognized holiday, exclusive of thirty minutes a day for lunch.

ARTICLE IX **SICK LEAVE**

- A. All employees covered by this agreement shall be entitled to twelve (12) sick days per year. In the first calendar year of employment, an employee shall be entitled to one sick day per month of service to a maximum of ten (10).
- B. Sick leave is defined to mean a necessary absence from work due to illness, injury or exposure to contagious disease. Doctor verification is required after absence of three or more days and if sick leave is used the day before or the day after a holiday.
- C. All annual sick leave, which is not used in a calendar year, shall accumulate and be carried forward for use in successive calendar years for valid medical needs. After ten years of service, any employee who retires or resigns in good standing shall be entitled to full compensation for all accumulated sick leave up to a maximum of \$15,000.

ARTICLE X **LONGEVITY**

- A. In addition to their regular salary, covered employees shall receive longevity increments based upon continuous years of full time service with the department.
- B. Longevity shall accrue at the rate of one-half of one percent of current base salary per service year.
- C. The longevity increment shall commence on the employee's fifth anniversary of employment. Thus, on the employee's fifth anniversary of continuous service, a longevity increment of two and one-half (2 ½%) percent of annual base salary shall be paid to the employee as an addition to salary in the next salary check.
- D. Thereafter, one-half percent of annual base salary shall be added to longevity increments until a maximum of ten (10%) percent is reached.
- E. Unless mutually agreed upon by both Union and Borough in writing, employees hired after January 1, 2002 will not be eligible for longevity.

ARTICLE XI
HOURS OF WORK & OVERTIME

- A. The normal workweek for covered employees shall be Monday through Friday. The normal workday shall be eight hours, exclusive of a thirty-minute unpaid lunch period.
- B. Overtime shall be paid at the rate of time and one-half for all hours worked in excess of forty (40) per week.
- C. For the purpose of calculating overtime, earned time off shall be considered as hours worked.
- D. If offered by the Borough, the employee may have the option of taking compensation time, at the time and one-half rate, in lieu of overtime pay.
- E. In the event an employee is called in to work outside of his normal shift he shall receive a minimum of two (2) hours of pay at the applicable rate. This minimum guarantee shall not apply for any overtime hours continuous with the employee's normal shift.

ARTICLE XII
INSURANCE

- A. The Borough shall continue to provide, Health Insurance coverage for employees and their dependents, in accordance with the following provisions. Any change in carrier or modification to the Health Insurance benefit package shall be discussed in advance with the Union.
- B. The Borough will move to the New Jersey State Health Benefits Plan effective January 1, 2018. Employees will contribute towards the cost of their SHBP premium in accordance with Chapter 78, however, such amount shall not exceed ten percent (10 %) of the premium cost for the selected plan.

- C. The Borough shall provide a Temporary Disability insurance program to cover employees sustaining sickness, illness, disability or job-related losses of time. (The term job-related shall not apply to compensable injuries or sicknesses covered by the Workmen's Compensation Act.) Each employee will use all sick leave and accumulated sick leave to which he is entitled, except in connection with a job related injury or sickness, and when that sick leave is exhausted the employee will receive 50% of the total base pay of the employee for up to an additional six months. The Borough reserves the right to self-fund the above program.
- D. The Borough shall provide a Dental Plan for the employee and the employee's spouse. The employee may add children of the employee to the Plan at his own expense for the difference in premium. The Borough may, at its option, change the Dental Plan as long as the coverage per person on the Plan is at least One Thousand Dollars (\$1000.00) per person, per year.
- D. The Borough will reimburse employees for eye examinations and prescription eyeglasses/lens up to \$200.00 per calendar year during the term of this agreement upon submission of appropriate receipts for the employee or dependants. The reimbursement shall not exceed \$200.00 in any one calendar year.
- E. The Borough may, at its option, change any of the foregoing insurance coverage or carriers so long as equivalent benefits are provided.
- E. The Borough will provide post-retirement health benefits to qualified retirees as hereinafter provided.
1. To be qualified, an employee must be fifty-five (55) years of age or older with at least twenty-five (25) years of service with the Borough, or, sixty-two (62) years of age or older with fifteen (15) years of service with the Borough.
 2. Benefits provided shall be at least equal to those presently in existence for active employees. Benefits will include the spouse and dependents if any.
 3. These benefits will include medical and prescription coverage and will not include other forms of insurance, including, but not limited to dental or vision.
 4. Benefits shall terminate upon reaching age of eligibility for Medicare or Medicaid, whichever occurs first.
 5. Spouses and dependents will be covered only while the qualified employee is covered and only to the extent that they would be if the

qualified employee was still an active employee. Once the qualified employee is no longer eligible, continued coverage can only be provided by purchase of benefits per COBRA.

6. If the qualified employee, spouse or dependent receives major medical insurance benefits from another source, that person will no longer be eligible for participation in this program.

ARTICLE XIII **UNIFORMS AND SHOES**

The Borough shall provide each employee with an annual allowance of \$800.00 for the purchase of uniforms, work clothes and work shoes. The Borough also agrees to replace any of the above items that are damaged beyond repair during the course of duty. This does not include, however, damage caused by normal wear and tear. Such replacement will be made only after the designated management representative has inspected the item and determined that it requires replacement.

ARTICLE XIV **BEREAVMENT LEAVE**

Employees shall be granted three (3) days off without deduction from pay or earned leave, for a death in the employee's immediate family. Immediate family is defined as spouse, child, mother, father, sister, brother, grandparent, grandchild, mother-in-law, and father-in-law.

ARTICLE XV **VACATION**

- A. Employees shall be entitled to annual vacation with pay in accordance with the following schedule. Since this clause contemplates that employees may be applying for and receive vacation before the anniversary date of their entitlement to additional vacation, any employee who resigns during the year after his vacation time is taken, shall be obligated to pro-rata reimburse the Borough for any vacation time used which was not earned at the time it was taken.

YEARS OF SERVICE**ANNUAL VACATION**

1st calendar year of service

Upon completion of the probation period, an employee will earn one (1) day per full month of service, up to 6 days maximum.

2 to 3 years

Twelve (12) days

4 to 5 years

Fourteen (14) days

6 to 8 years

Sixteen (16) days

9 to 12 years

Eighteen (18) days

13 to 15 years

Twenty (20) days

16 to 20 years

Twenty-two (22) days

- B. When, in any calendar year, the annual vacation leave, or any part thereof, is not used, it shall accumulate to the credit of the individual employee and shall be taken within the next six months unless otherwise approved by the Department Head, and if not taken, shall be compensated in straight time pay.

ARTICLE XVI
PERSONAL DAYS

Each employee shall be entitled to five (5) Personal Days with pay each year. Requests for Personal Days shall be made at least five days in advance, except in cases of emergency. Any Personal Days not taken during the calendar year may be accumulated into the following calendar year; but must be used by April 1st or will be forfeited.

ARTICLE XVII
WORK INCURRED INJURY

- A. When an employee covered under this agreement suffers a work-related injury or disability, the employer shall continue such employee at full pay, during the continuance of such employee's inability to work, for a period of up to six (6) months. During this period, all temporary disability benefits accruing to under the provisions of the Worker's Compensation Act shall be paid over to the employer.
- B. The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Mayor and Council may require the employee to present such certificates from time to time.

ARTICLE XVIII
UNION REPRESENTATION & SECURITY

- A. A duly authorized representative of the union shall be allowed to enter upon the premises of the Borough for the purpose of ascertaining that the terms of this agreement are being adhered to, to investigate a grievance and/or to distribute information pertaining to union affairs to its members. Such visits shall not be allowed to disrupt the normal work performance of the department. A minimum of four-hour notice to the Borough Clerk is required.
- B. The CWA shall furnish the employer in writing the names of its representatives
- C. The Borough agrees to deduct from the earnings of all employees covered under this agreement the amount of dues and initiation fee (if any) as set forth in writing by the union. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. 52:14-15.93, as amended. Said monies, together with the names of the employees for whom the deductions were made, shall be transmitted to the union by the fifteenth (15th) of each month following the pay period in which deductions were made.
- D. If during the life of this agreement there shall be any change in the rate of membership dues, the union shall furnish the Borough with written notice thereof at least thirty days in advance.
- E. The Union will provide the necessary "Check-off Authorization" form, will secure the signature of its members on the forms, and will deliver the signed forms to the Borough Clerk.
- F. The Borough agrees to deduct the "Fair Share Fee" or "Agency Fee" from the earnings of those employees who elect not to become members of the union and transmit the fee to the union in the same manner and frequency as normal dues deductions are made.
- G. The Fair Share Fee for services rendered by the union shall be in an amount equal to the regular membership dues, less the cost of benefits financed through the dues and available only to members of the union, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues.
- H. The Union shall establish and maintain a procedure whereby any employee can challenge the Fair Share Fee as computed by the union. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.

- I. The union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of action taken by the Borough in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the union to the Borough.

ARTICLE XIX

MANAGEMENT RIGHTS

The Borough of Interlaken hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibility conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough Government and its properties and facilities, the activities of its employees;
2. To hire all employees, and subject to the provisions of the law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

In the exercise of the foregoing powers, rights, authorities, duties or responsibilities of the Borough, the adoption of policies, rules and regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms and conditions of this agreement.

Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and 40A or any other national, state, county or local laws or regulations as they pertain to municipal government.

ARTICLE XX

SEPARABILITY AND SAVINGS

If any provision of this agreement, or any application of this agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any court, or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to collective bargaining, however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE XXI

MISCELLANEOUS

During the negotiations for this successor agreement, the parties agreed that the DPW Work Logs would be reconfigured in a mutual effort, and that Job Descriptions will be drafted for the positions encompassed at DPW.

ARTICLE XXII

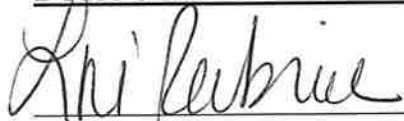
TERM AND RENEWAL

This agreement shall have a term from January 1, 2023 through December 31, 2032. If the parties have not executed a successor agreement by December 31, 2032, than this agreement shall continue in full force and effect until a successor agreement is executed. Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

This agreement represents the full understanding of the parties with regard to the subject matter contained herein. This agreement may be amended and/or modified only by mutual written agreement between the parties.

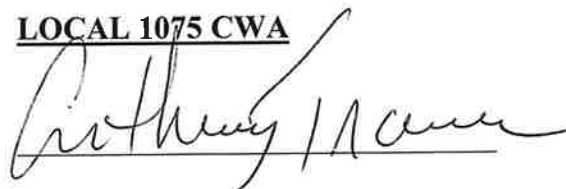
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Interlaken, New Jersey on this 21st day of June 2023.

BOROUGH OF INTERLAKEN





LOCAL 1075 CWA







 CWA 1075

APPENDIX A
BASE SALARY GUIDE

See Attached

Recycling Coordinator

[illegible]Recycling
Coordinator

	Start	Mid	Top	Start	Mid	Top	
2023	\$53,294.00	\$55,342.00	\$62,161.00	\$69,384.00	\$84,041.00	\$90,752.00	5%
2024	\$54,893.00	\$57,002.00	\$64,026.00	\$71,466.00	\$86,562.00	\$93,475.00	3%
2025	\$56,540.00	\$58,712.00	\$65,947.00	\$73,610.00	\$89,159.00	\$96,279.00	3%
2026	\$58,236.00	\$60,473.00	\$67,925.00	\$75,818.00	\$91,834.00	\$99,167.00	3%
2027	\$59,983.00	\$62,287.00	\$69,963.00	\$78,093.00	\$94,589.00	\$102,142.00	3%
2028	\$61,782.00	\$64,156.00	\$72,062.00	\$80,436.00	\$97,427.00	\$105,206.00	3%
2029	\$63,635.00	\$66,081.00	\$74,224.00	\$82,849.00	\$100,350.00	\$108,362.00	3%
2030	\$64,908.00	\$67,403.00	\$75,708.00	\$84,506.00	\$102,357.00	\$110,529.00	2%
2031	\$66,206.00	\$68,751.00	\$77,222.00	\$86,196.00	\$104,404.00	\$112,740.00	2%
				\$87,920.00	\$106,492.00	\$114,995.00	2%