

**AGREEMENT**  
**BETWEEN THE**  
**BOROUGH OF LAKE COMO**  
**AND**  
**COMMUNICATION WORKERS OF AMERICA**  
**LOCAL 1075**

**January 1, 2022 through December 31, 2025**

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## **PREAMBLE**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ between the BOROUGH OF LAKE COMO, in the County of Monmouth, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Borough"), and COMMUNICATION WORKERS OF AMERICA and its affiliate LOCAL 1075 (hereinafter referred to as the "Union"), represents the complete and final understanding of all bargainable issues between the Borough and the Union, and is designed to maintain and promote a harmonious relationship between the Borough and such of its employees who are covered by Article I, RECOGNITION.

**ARTICLE I**  
**RECOGNITION**

The Borough recognizes the Union as the exclusive collective bargaining representative for all non-supervisory, full-time and regular part time "blue-collar" employees of the Department of Public Works and its Division of Water and Sewer, excluding seasonal employees, managerial employees, police, police dispatchers, professional, clerical and confidential employees.

The Union recognizes one working Supervisor who will fill in during emergency situations.

**ARTICLE II**  
**DUES CHECK-OFF**

- A. The Borough agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deductions 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 records of any corrections, shall be transmitted to the Union by the fifteenth (15th) of each month following the pay period in which deductions were made
- B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.
- C. The Union will provide the necessary "Check-off Authorization "form, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Borough Clerk. The Union shall indemnify and defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary reduction authorization cards submitted by the Union to the Borough or in reliance upon official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.
- D. The Borough may deduct said dues from employees authorizing the same in writing under the following conditions:
1. Upon receipt of a duly signed authorization card, the Borough shall deduct membership dues and remit the dues deducted as directed on the authorization card.
  2. The amount of monthly dues will be certified in writing by the President of the Union, and the amount shall be uniform for all members.
  3. No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect *to such dues*, except where the Borough, through error or oversight, failed to make the deduction in any monthly period.
  4. Dues deducted from employee's pay will be transmitted by check as directed

as soon as practicable after the deductions have been made, together with a list of names showing employees for whom deductions have been made.

5. A new dues deduction authorization card will automatically cancel any prior deduction authorization on file with the Borough.

**ARTICLE III**  
**WDEA**

- A. The Union and the Borough recognize that the Workplace Democracy Enhancement Act (“WDEA”), P.L. 2018, c. 15, governs certain areas of their relationship. The parties agree to comply with their mutual obligations under the WDEA to the extent applicable.
- B. Pursuant to the WDEA (N.J.S.A. 34:13A-5.13(b)(3) and (c)), the requirements include, but are not limited to, providing the union notice of newly hired negotiations unit employees within ten (10) days of hiring and access to meet with such new hire(s) within thirty (30) calendar days of hiring without loss of pay or leave time. Additionally, every 120 days information for all negotiations unit employees will be provided to the union pursuant to N.J.S.A. 34:13A-5.13(c) This applies to all regular full-time and part-time employees who perform negotiations unit work. Pursuant to N.J.S.A. 34:13A-5.15, negotiations unit work is defined as work that is performed by any employees who are included in the union, without regard to job title, job classification, or number of hours worked, except confidential employees, managerial executives under N.J.S.A. 34:13A-3 or ., casual employees (those who work an average of fewer than four hours per week over a period of 90 days), who are excluded from the negotiations unit.
- C. Such roster reports are to be provided every 120 days, in an EXCEL sheet and include contact information including name, title, date of hire, home address, home and/or cellphone number on file with the employer, work email and any personal email on file with the employer.

**ARTICLE IV**  
**BULLETIN BOARDS**

- A. A bulletin board shall be made available by the Borough for the use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The Borough may have removed from the bulletin board any material which does not conform with the intent of the above provision of this Article.
- B. Borough job vacancies shall be posted on said bulletin board.
- C. The Borough makes use of the bulletin board for posting informational items concerning the union employees.
- D. Not to exceed 3' x 3'.



**ARTICLE V**  
**GRIEVANCE PROCEDURE**

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which arise affecting the terms and conditions of this Agreement.
2. Nothing herein shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. Definition

1. The term "grievance" as used herein means a dispute between the parties over the interpretation, application or violation of policies, agreements and administrative decisions affecting the employees. It is expressly understood, however, that no grievance may proceed beyond Step One herein unless it constitutes a complaint or controversy arising over the interpretation of the terms and conditions of this Agreement.
2. It is further understood that disputes concerning terms and conditions of employment governed by statute or New Jersey Administrative Code, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step One herein. It is further understood that this Grievance Procedure cannot be invoked to obtain any matter which the Union sought but could not obtain at the bargaining table during the negotiations that led to this Agreement.

C. Steps of the Grievance Procedure

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

1. Step One:
  - (a) An aggrieved employee or the Union on behalf of an aggrieved employee or employees or the Borough shall institute action under the provision hereof within five (5) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the

purpose of resolving the matter informally. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

- (b) The supervisor shall render a decision as soon as possible but not later than five (5) working days after receipt of the grievance.

2. Step Two:

- (a) In the event a satisfactory settlement has not been reached, the employee or the Union shall, in writing and signed, file his grievance with the Department Head within three (3) working days following the determination at Step One.
- (b) The Department Head shall render a decision in writing as soon as possible but not later than five (5) working days from the receipt of the grievance.

3. Step Three:

- (a) In the event the grievance has not been resolved at Step Two, then, within five (5) working days following the determination, the matter may be referred to the Borough Council as a whole, who shall review the matter and make a determination as soon as possible but not later than ten (10) working days from the receipt of the grievance.

4. Step Four:

- (a) If the grievance is not settled through Steps One, Two, and Three, either the Borough or the Union shall have the right, within thirty (30) working days, to submit the dispute to arbitration pursuant to the rules and regulations of the New Jersey State Board of Mediation. The costs for the services of the arbitrator shall be borne equally by the Borough and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D Authority of the Arbitrator

- 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- 2. The arbitrator shall be bound by the provisions of this Agreement and the Constitutions and Laws of the State of New Jersey and of the United States, and shall be restricted to the application of the facts presented to him by the parties involved in the grievance. 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. The decision of the arbitrator shall be in writing with findings of fact and reasons therefore, and

shall be final and binding on the parties.

E. No response at any Step of this procedure by the Borough or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits, the grievant may proceed to the next step, upon written notice to the Administrator.

F. Time limits may be extended by the parties by mutual written agreement.

G. The Borough reserves the right to file in writing a grievance on its behalf with the Executive Board of the Union. The Executive Board shall conduct a conference with the representatives of the Borough within ten (10) days of filing of the grievance and said conference representatives shall render a joint written determination within fifteen (15) days of the conference. In the event the Borough is dissatisfied with the aforementioned written determination, it may proceed to arbitration in accordance with the provisions of this Article.

H. The aggrieved employee has a right to be represented by an official of the Union in Steps One, Two, and Three above.

I. In the event the aggrieved elects to pursue remedies available through the New Jersey Department of Personnel, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Borough Council on the grievance. In the event the grievant pursues his remedies through the New Jersey Department of Personnel, the arbitration hearing, if any, *shall* be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant.

J. Notwithstanding any rights governed by Civil Service, it is understood that a new employee will be subject to a one-year probationary period during which time he/she may be disciplined or discharged for cause and such employee shall not have recourse through the grievance procedure outlined above. The probationary employee shall otherwise be entitled to the wages, benefits and other terms in accordance with this agreement.

**ARTICLE VI**  
**UNION BUSINESS LEAVE AND VISITATION**

A. The members of the Union's negotiating committee, not to exceed one (1) in number, shall be granted time off from duty with full pay for all meetings between the Borough and Union for the purpose of negotiating the terms of an agreement when such meetings take place at a time during which such employee members are scheduled to be on duty. Similarly, an employee member, who is an official of the Union, as provided in Article V preceding, will be granted the same privilege for processing grievances.

B. The Union's authorized representative shall be granted permission to enter upon the Borough's premises at reasonable times during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of a grievance which has arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Department Head for permission to visit, which permission shall be reasonably granted; it being understood, however, that such representative shall not in any way interfere with the operation of the Department during working hours *and* that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Borough.

C. Union shop stewards shall be released from work time to process grievances upon notice to the supervisor or administrator. Release time shall be taken only for this purpose, shall be used reasonably, and shall not exceed one hour on any day. Release time shall not be taken in emergency work situations.

D. The Chief Steward's work schedule will be rearranged to allow sufficient time to make the Executive Board meeting of the union one day each month.

**ARTICLE VII**  
**WORK WEEK AND OVERTIME**

A. The normal workweek shall be forty (40) hours per week, Monday through Friday, 0700-1500, for all full time employees in the bargaining unit. The current practice of rotating one full time employee to work 0830-1200 on Saturdays shall continue.

B. Whenever an employee works in excess of forty (40) hours per week or eight (8) hours per day, said employee shall be paid for such overtime work at a rate of one and one-half (1-1/2) times the regular hourly rate. All earned time shall be considered hours worked in the computation of overtime pay.

C. If any employee is called in on off duty hours, including scheduled events such as parades, Lake Como Day etc., the Borough will guarantee a minimum of three (3) hours pay at a rate of one and one-half (1-1/2) times the regular hourly rate; but if said call-in is contiguous with same employee's regular workday, then pay at the rate of time and one-half (1-1/2) will be granted only for those hours worked as overtime in excess of the normal work day.

D. Following present practice, any employee reporting fifteen (15) minutes late for work shall have deducted from his pay a half-hour computation of his pay. Further if he is thirty-five (35) minutes late for work, the deduction shall be one hour computation of his pay, and if he is sixty (60) minutes late for work, unexcused, the employee may be sent home without pay.

E. Compensatory Time in lieu of overtime may be accumulated in an amount not to exceed eighty (80) hours at any time. Comp time may not be used in more than two consecutive day increments, except that once annually up to five Comp days may be added to a scheduled vacation. Use of Comp Time is subject to prior approval.

**ARTICLE VIII**  
**HOLIDAYS**

A. All employees covered by this Agreement shall receive a full day's pay for each of eleven (11) holidays falling on a regularly scheduled workday during the year. Said holidays are listed as follows:

New Years Day

Martin Luther King Day  
Presidents Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas

B. If said holiday shall fall on a Saturday, it shall be celebrated on the Friday preceding and not on the date noted. If said holiday shall fall on a Sunday, it shall be celebrated on the following Monday and not on the date noted.

C. Holiday Pay or Leave: Any employee of this bargaining unit who is required to work on any of the above enumerated holidays shall be paid for said day plus one and one-half (1-1/2) times said employee's hourly rate.

D. To be eligible for holiday pay, an employee must work both the day before and the day after the holiday, unless absent on an approved vacation day, or absent due to an illness certified by a physician, approved bereavement leave, or an absence approved - because it is beyond the employee's control.

**ARTICLE IX**  
**PAYMENT OF WAGES**

- A. All employees covered by this agreement shall be paid bi-weekly provided said employee shall have worked in said pay period.
- B. Any employee with the permission of the Borough Council attending a course or seminar relating to his position in the Borough will be provided with a check or PO in advance.
- C. Stand-By time shall be payable at the rate of three (3) hours of straight time, in addition to the forty (40) hour work week, on a rotating basis to one employee per week.
- D. When the Superintendent of DPW is out of work for a full vacation, sick or personal day, the senior member of the department shall assume the duties and be compensated 5% above their regular hourly rate of pay for all hours so worked.
- E. Employees shall be compensated in accordance with the Salary Guide attached hereto as amended by the following. It is expressly understood that the attached Salary Guide incorporates and reflects the below increases and therefore the following shall only apply to any employees that are off the guide.

Effective January 1, 2022 all salaries will be increased by 3.5 %

Effective January 1, 2023 all salaries will be increased by 3.5 %

Effective January 1, 2024 all salaries will be increased by 3.5 %

Effective January 1, 2025 all salaries will be increased by 3.5 %

**ARTICLE X**  
**COURT APPEARANCES - JURY DUTY**

A. Any employee covered by this Agreement who is absent from work because of jury duty, upon proper evidence of the same being presented to the Administrator, shall receive full-time pay for said jury duty, minus any compensation received for said jury service, except for travel expense.

B. Any employee covered by this Agreement who is absent from work because of a required Court appearance as a witness on behalf of the Borough, upon proper evidence of same being presented to the Administrator, shall receive full-time pay for the period of said appearance. Said employee shall be reimbursed for Borough authorized reasonable expenses incurred in conjunction with said appearance.



**ARTICLE XI**  
**LONGEVITY**

A. Longevity pay is the percentage of the current annual base salary and shall be paid to each permanent, full-time employee on the following basis:

- 2% upon completion of five (5) years of service
- 4% upon completion of ten (10) years of service
- 6% completion of fifteen (15) years of service
- 8% upon completion of twenty (20) years of service
- 10% upon completion of twenty-five (25) years of service

B. Base pay for permanent, full-time blue collar employees in the union shall be computed as follows: Hourly rate of pay multiplied by 2080 hours. If said hourly rate changes within the year, the computation shall be made in proportion to the time at each rate.

C. Date of permanent appointment shall mean the effective date of regular appointment approved by the New Jersey Department of Personnel. Where no list has been established by the New Jersey Department of Personnel and a provisional appointment is made, the date of regular appointment shall be considered the date of provisional appointment when the provisional appointee is later approved as a regular appointment by the New Jersey Department of Personnel. Years of service need not be continuous. Net time in a permanent, full-time, appointment shall be used to arrive at the number of years of service.

D. For permanent, full-time blue-collar employees in the CBA: Payment of longevity shall be made bi-weekly in regular paycheck.

**ARTICLE XII**  
**EMERGENCY OVERTIME**

A. Any employee covered by this Agreement working more than sixteen (16) hours overtime continuously, shall be eligible to take off eight (8) hours following the completion of the overtime before reporting for his/her normal workday. If the time remaining after the eight (8) hour period leaves less than two (2) hours remaining in the normal workday, the employee shall be given the additional two (2) hours. This shall then be treated as a full day worked.

B. Employees shall be allowed up to \$10.00 meal money during snow removal and storm emergencies, for each meal period determined as follows: First meal to be available after three and one-half (3 1/2) hours of snow removal or storm emergency work. Next meal to be available after seven (7) hours of snow removal or storm-emergency work. The normal work day shall not be considered for meal allowances.

**ARTICLE XIII**  
**UNIFORMS**

- A. The Borough will provide the initial purchase of uniforms required for all newly hired employees. The Borough will provide a combined uniform allowance/maintenance during the term of this Agreement at the rate of \$1200.00 per year effective, 2022, with \$400 of the \$1200 to be used at a vendor mutually agreed upon by the parties. In addition, employees shall be reimbursed a maximum \$80.00 per year for uniforms that are damaged while on duty. This allowance/maintenance amount will be for the employee to purchase uniforms as needed for his work assignment and to maintain uniforms.
- B. The uniform requirements are as follows: Safety sweatshirts, safety T-shirts, long sleeve uniform shirts, summer uniform shirts, dark blue uniforms and safety footwear.
- C. The Borough will provide new employees the following items: 2 dark blue or safety color sweatshirts with LCDPW, 3 Safety color T-shirts with reflective stripes and LCDPW, 3 dark blue button down with collar – long sleeved shirts with your name and LCDPW, 3 dark blue uniform pants, Safety color vest, 3 summer uniform shirts. In addition, the Borough will purchase the initial pair of safety boots/sneakers in an amount not to exceed \$75.00. New employees will not receive a uniform allowance/maintenance check until the employee's second year of employment.
- D. The Borough will provide gloves as needed and as approved by the parties.
- E. Payment of the uniform allowance/maintenance shall be made to employees beginning in their second year of service with the Borough on or about March 15<sup>th</sup> of each year.
- F. An employee must wear the uniform provided by the Borough unless he has specific permission from the Department Head.

**ARTICLE XIV**  
**INSURANCE**

- A. The Borough shall indemnify and hold harmless all employees under this Agreement for any actions brought against any employee by a third party arising out of and in the course of any such employee's Borough employment.
- B. The Borough shall enroll full time employees with coverage through the NJ State Health Benefits Plan for the employee and dependents within thirty (30) days of hire.
- C. The Borough shall provide and maintain all insurance coverages in effect at the inception of this Agreement, or their equivalent coverages. Presently, the Borough provides coverage by the NJ State Health Benefits Plan and Delta or Eastern Dental.
- C. The Borough shall enroll employees in the State Plan for Temporary Disability Benefits Program. The parties understand that under current law this plan is financed by each employee contributing .005 percent of each employee's taxable wages.
- E. The Borough reserves the right to change insurance carriers so long as equivalent benefits are provided as those in effect at the inception of this agreement.
- F. Employees shall contribute to their health insurance at a level not to exceed Tier Three level under Chapter 78 as passed by the State of NJ.
- G. After the completion of 180 days of employment the Borough will provide Dental Insurance with either Eastern Dental or Delta Dental to the employee and their legal dependents.
- H. The parties have agreed to voluntarily discuss possible cost saving/sharing measures with regards to health insurance. This provision does not bind either party to take any specific action concerning the health insurance plan options or costs thereof.
- I. In accordance with the provisions of Chapter 48, P.L. 1999, (N.J.S.A.52:14-17.38), employees who retire with twenty-five (25) or more years of service will receive life time medical insurance benefits for the retiree and eligible dependents. The Borough shall cover 80% of the premium cost and the retiree shall be required to cover the remaining 20% of premium cost.

**ARTICLE XV**  
**VACATIONS**

A. Full time employees shall earn annual leave for vacation purposes on a calendar year basis with pay, in accordance with the following schedule:

1. Up to one (1) year of service - one (1) working day vacation for each month of service.
2. One (1) year of service through the completion of six (6) years of service - twelve (12) working days of vacation.
3. Beginning Seven (7) years of service through the completion of eleven (11) years of service - fifteen (15) working days of vacation.
4. Beginning Twelve (12) years of service through the completion of sixteen (16) years of service -twenty (20) working days of vacation.
5. Beginning Seventeen (17) years of service through the completion of twenty-five (25) working days of vacation.
6. Beginning Twenty-six (26) years or more = thirty (30) days of vacation.

B. The Department Head shall be charged with setting up the yearly vacation schedule. Individual changes in said schedule will not be granted without written approval of the department head.

**ARTICLE XVI**  
**SUBCONTRACTING**

The Borough agrees to provide advance notice of the intention to subcontract work related to work that can be or may be performed by Bargaining Unit employees. It is understood that such notice will be given in an effort to allow immediate input or possible means of accomplishing such work in a more cost effective manner and does not restrict the employer's rights under this law, and violation thereof will not constitute grounds for filing a grievance.

**ARTICLE XVII**  
**MANAGEMENT RIGHTS**

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon or 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, and the activities of its employee;
  2. To hire all employees and, subject to the provisions of 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;
  4. Direction of the operation generally, including the type of work to be performed, the designation of work assignments, the machinery, tools and equipment to be used; the designation of shift schedules and the hours of work to be performed.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices in 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 hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under federal, state, county or municipal laws, regulations, ordinances or resolutions.

**ARTICLE XVIII**  
**RULES AND REGULATIONS**

A. The Borough may establish and enforce reasonable rules and regulations governing Departmental operations and the conduct of the personnel thereof and the maintenance of discipline. Copies of such rules and regulations shall be furnished to the Union upon request and shall be posted on the various bulletin boards.

B. The employees shall comply with all such rules and regulations and all employees shall promptly and efficiently execute the instructions and orders of their superiors. If an employee or the Union believes an instruction or order of a superior is unreasonable or unjust, the employee shall comply with the order or instruction, unless the employee feels the instruction or order is a safety issue which might result in injury to the employee or the public; but with the further provisions that such employee or the Union may treat the order or instruction as a grievance which should be handled in accordance with the grievance procedure set forth previously in this Agreement.

**ARTICLE XIX**  
**NON-DISCRIMINATION**

A. There shall be no discrimination by the Borough or Union against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint, or coercion 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 by such employees on behalf of the Union. The Union, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

**ARTICLE XX**  
**UNION RESPONSIBILITIES**

The Union shall be responsible for acquainting its members with the provisions of this Agreement and shall be responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.



**ARTICLE XXI**  
**SICK LEAVE POLICY**

A. Definition:

1. Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee.

B. Service Credit for Sick Leave:

1. All permanent employees, or full-time provisional employees, shall be entitled to Sick Leave with pay based on their aggregate years of service.

C. Amount of Sick Leave: Sick Leave with pay shall accrue to any full-time employee appointed after the effective date of this Agreement on the basis of:

1. The first year of service - one (1) working day of sick leave with pay for each month of service.
2. After completion of the first year of service - fifteen (15) days of sick leave with pay in every calendar year thereafter.
3. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

D. Reporting of Absence on Sick Leave

If any employee is absent for reasons that entitle him to sick leave, his supervisor, or police dispatcher if the supervisor is unavailable, shall be notified promptly, as of the employee's actual reporting time except in those situations where notice must be made prior to the employee's starting time:

1. Failure to so notify the supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action
2. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.
2. An employee who has been absent on sick leave of periods totaling seven (7) or more days in any one (1) calendar year consisting of periods of less than three (3) days, shall submit acceptable medical evidence substantiating the illness

and written doctor's verification that the employee could not perform his duties due to the illness, *for* any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.

3. The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.
4. In case of leave of absence due to exposure for contagious disease, a certificate from the Department of Health shall be required.
5. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize his or the health of other employees, except for periodic required physical and mental examinations. Only in such cases will the Borough be required to pay for physician's expense or fees.
6. A doctor's certificate shall be required as verification of the illness of a member of the employee's immediate family seriously ill requiring attendance of such employee:
  - (a) Immediate family for the purpose of the use of sick leave shall mean only those relatives who reside in the employee's household. Immediate family is defined as: husband, wife, son, daughter or step-child.
  - (b) Pregnancy of a spouse or childbirth shall not be included as a person seriously ill, unless there are medical complications provided by a doctor's certificate.

#### F. Unused Sick Leave

1. Any member who retires in accordance with the provisions of the Public Employment Retirement System or who leaves the employment of the Lake Como Public Works Department after completion of ten (10) years or more of service, shall receive payment at his/her then existing rate of pay for 50% of accumulated sick days, not to exceed the monetary rate of fifteen thousand dollars (\$15,000.00).
2. The retiring employee shall notify the Borough Clerk in writing of his/her intention to retire no later than the 30<sup>th</sup> day of June or the year preceding his contemplated retirement so that the Borough may arrange for said payments to be

included in the budget for the year of contemplated retirement.

3. Failure to file said notice as indicated may cause said payment to be deferred by the Borough to the following year.

4. Retirement shall be as defined in the statutes of the State of New Jersey and the case law interpreting same.

5. In the event that an employee dies while still an employee of the Borough, payment for accumulated sick leave shall be made to the employee's estate at the same rate and on the same terms as if the employee had retired.

**ARTICLE XXII**  
**PERSONAL LEAVE**

A. Each bargaining unit member shall be granted three (3) Personal Leave days without loss of pay per year. Notifications for use of personal leave time shall be made to the Supervisor at least forty-eight (48) hours in advance of the date on which it will be used. Notifications may be made in less than forty-eight (48) hours' notice in case of emergency. Personal leave days shall not be cumulative.

B. Any employee who remains accident free throughout the calendar year will be granted one additional Personal Day the following calendar year. An accident shall be defined as an accidental injury to the employee or any report of an accidental injury.

**ARTICLE XXIII**  
**FUNERAL AND BEREAVEMENT LEAVE**

A. In the event of a death in the employee's immediate family, the employee will be granted time off without loss of pay for up to three (3) days. This leave time shall not be deducted from sick leave.

B. The term "immediate family" shall be limited to the following relatives: parents, parents-in-law, grandparents, grandparents-in-law, brother or brother-in-law, sister or sister-in-law, children, spouse, stepparents, stepchildren.

C. Reasonable proof may be requested by the Department Head as to the death in the immediate family.

**ARTICLE XXIV**  
**STRIKES AND LOCKOUTS**

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting on its behalf will cause, authorize, condone or support, nor will any of its members take part in, any strike, (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slowdown or walkout. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, work stoppage, slowdown, or other job action, it is covenanted and agreed that participation in any such activity by an employee covered by this Agreement shall be grounds for disciplinary action which may include suspension or termination.

C. The Union will actively discourage any of its members or persons acting on their behalf from taking part in any strike, slowdown or job action, and will make reasonable efforts to prevent such illegal action.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such administrative or judicial relief as it may be entitled to have in law or in equity for injunction of damages, or both, in the event of such breach by the Union, its member, or any person acting on its behalf.

E. The Borough agrees that it will not engage in the lockout of any employees covered under this Agreement.

**ARTICLE XXV**  
**SAFETY COMMITTEE**

One member of the bargaining unit will participate in the quarterly safety meetings of the Borough. The Borough shall give the employee proper notification of the meeting dates.

**ARTICLE XXVI**  
**MEDICAL EXAMINATIONS**

In the event any employee covered by this Agreement comes into contact with or is exposed to any toxic or ultra-hazardous materials, the employee may request that the Borough pay for a medical examination for the employee. The Borough Administrator or Supervisor may, in their discretion, approve the request if it determines that the employee's health is at risk due to the contact or exposure.

**ARTICLE XXVII**  
**CDL LICENSE**

The Borough shall provide a Borough vehicle and one (1) employee for the first test for issuance of a CDL license as required for each employee, as determined by the Department. This shall be provided by the Borough for the first time opportunity only.

**ARTICLE XXVIII**  
**FULLY BARGAINED PROVISIONS**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. Neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

**ARTICLE XXIX**  
**SEVERABILITY AND SAVING CLAUSE**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.



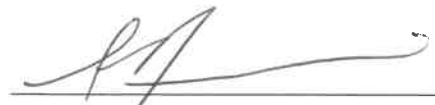
**ARTICLE XXX**  
**TERM AND RENEWAL**

This Agreement shall become effective from January 1, 2022 and shall remain in full force and effect up to and including December 31, 2025. In the event a new Agreement has not been reached by the parties prior to the expiration of this Agreement, the Agreement shall continue in full force and effect until a subsequent Agreement is executed.

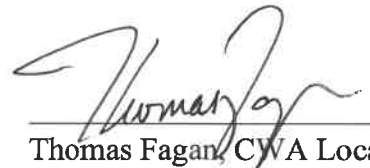
IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives on this      day of      , 2022 .

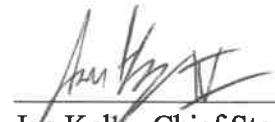
**BOROUGH OF LAKE COMO**

  
\_\_\_\_\_  
Kevin Higgins, Mayor

  
\_\_\_\_\_  
Andrew Huisman, Administrator

**CWA LOCAL 1075**

 8/15/2022  
\_\_\_\_\_  
Thomas Fagan, CWA Local 1075

 8/17/2022  
\_\_\_\_\_  
Joe Kelly, Chief Steward

## SALARY GUIDE

| <u>2022</u> | <u>POSITION</u>      | <u>HOURLY AMOUNT</u>                |
|-------------|----------------------|-------------------------------------|
|             | First Year Employee  | 20.92                               |
|             | Second Year Employee | 27.25                               |
|             | Third Year Employee  | 32.52                               |
|             | Working Supervisor   | Minimum \$6000 annual added to base |

| <u>2023</u> | <u>POSITION</u>      | <u>HOURLY AMOUNT</u>                |
|-------------|----------------------|-------------------------------------|
|             | First Year Employee  | 21.65                               |
|             | Second Year Employee | 28.21                               |
|             | Third Year Employee  | 33.66                               |
|             | Working Supervisor   | Minimum \$6000 annual added to base |

| <u>2024</u> | <u>POSITION</u>      | <u>HOURLY AMOUNT</u>                |
|-------------|----------------------|-------------------------------------|
|             | First Year Employee  | 22.41                               |
|             | Second Year Employee | 29.19                               |
|             | Third Year Employee  | 34.84                               |
|             | Working Supervisor   | Minimum \$6000 annual added to base |

| <u>2025</u> | <u>POSITION</u>      | <u>HOURLY AMOUNT</u>                |
|-------------|----------------------|-------------------------------------|
|             | First Year Employee  | 23.19                               |
|             | Second Year Employee | 30.21                               |
|             | Third Year Employee  | 36.06                               |
|             | Working Supervisor   | Minimum \$6000 annual added to base |