

RESOLUTION 70-20

RESOLUTION RATIFYING COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOROUGH OF CLAYTON AND GOVERNMENT WORKERS UNION (2018-2021)

WHEREAS, the Mayor and Council of the Borough of Clayton have negotiated a Collective Bargaining Agreement (i.e., Contract) with Government Workers Union to cover the years 2018, 2019, 2020 and 2021; and

WHEREAS, the governing body does hereby agree to approve and ratify said agreement, which is incorporated in and made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Clayton, County of Gloucester and State of New Jersey that:

1. The contract between the Borough of Clayton and Government Workers Union to cover the years 2018, 2019, 2020 and 2021 be and hereby is approved.
2. The Mayor and Borough Clerk are hereby authorized to execute the Contract on behalf of the Borough of Clayton.

ADOPTED at a regular meeting of the Mayor and Council of the Borough of Clayton held on March 12, 2020.

BOROUGH OF CLAYTON


THOMAS BIANCO, Mayor

ATTEST:


CHRISTINE NEWCOMB, Municipal Clerk

CERTIFICATION

I, Christine Newcomb, Municipal Clerk of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton, held on Thursday, March 12, 2020.


CHRISTINE NEWCOMB, Municipal Clerk

CONTRACT AGREEMENT
BETWEEN
THE BOROUGH OF CLAYTON
AND
GOVERNMENT WORKERS UNION
January 1, 2018 TO December 31, 2021

 Borough of Clayton

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ARTICLE 1— PREAMBLE

- 1.1 This Agreement entered into by the Borough of Clayton, hereinafter referred to as the "Employer" or "Borough," and the Government Workers' Union, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and establishment of rates of pay, hours of work and other conditions of employment.


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ARTICLE 2 — RECOGNITION

- 2.1 The Employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours of work and other conditions of employment for all of its employees in the classifications listed herein and for such additional classifications as the parties may later agree to include. Recognition is made of all regularly employed, non-supervisory blue collar and white collar employees employed by the Borough of Clayton. This excludes all managerial executives, confidential employees, and supervisors within the meaning of the Act; professional employees, craft employees, police, casual employees, seasonal employees and all other employees employed by the Borough of Clayton.
- 2.2 Recognition shall not be interpreted as having the effect of, or in any way abrogating the rights of employees as established under the Employer-Employee Relations Act of 1974, Chapter 123.

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ARTICLE 3 — MANAGEMENT RIGHTS

- 3.1 Subject to the provisions of this Agreement, the Borough reserves to itself jurisdiction and authority over matters of policy, and further, the Borough specifically retains the right, in accordance with but not limited to the laws of the State of New Jersey, the United States, and any other relevant and applicable laws, to do at least the following:
- 3.1.1 To direct the employees of the Borough;
 - 3.1.2 To hire, assign, promote, transfer and retain employees covered under this agreement;
 - 3.1.3 To demote, discharge, or take any other disciplinary action for good and just cause against employees covered by this agreement;
 - 3.1.4 To relieve employees from duties because of lack of work or any other legitimate reason;
 - 3.1.5 To maintain the efficiency of the Borough's operations that are entrusted to it;
 - 3.1.6 To determine the method, means, and personnel by which such operations are to be conducted; and
 - 3.1.7 Take any lawful action, with respect to its employees, that is permitted.
- 3.2 The Borough also states that irrespective of those rights set forth above, that it does not waive the jurisdiction given to the Borough as set forth in Title 40 and 40A of the New Jersey Statutes Annotated or any other applicable State and/or Federal Law.

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ARTICLE 4 — UNION DUES

- 4.1 The Employer shall deduct from the pay of employees who elect to become Union Members, all dues and monies specified, in writing, by the Government Workers Union.
- 4.2 Checkoff shall commence for each employee who signs a properly dated authorization card supplied by the Union.
- 4.3 The aggregate deductions from all employees shall be remitted to the GWU together with a list of the names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions were made.
- 4.4 If during the life of this agreement there shall be any change in the rate of membership dues, the Union shall furnish the Employer written notice prior to the effective date of such change.
- 4.5 The Union will provide the necessary "Checkoff" authorization cards and the Union will secure the signatures of its members on the cards and deliver the signed forms to the Employer.
- 4.6 Employees may withdraw their Union Membership annually, on the tenth (10th) day following their anniversary date. Written notice must be given to the Employer and Union.

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ARTICLE 5 – GRIEVANCE PROCEDURE

- 5.1. A grievance shall be a claim either by the Employer, an employee, or by the Union that either the Employer, an individual employee, group of employees, or the Union has been harmed by either the interpretation or application of the terms and conditions of this Agreement and other conditions of employment.
- 5.2. The Borough Clerk shall be copied on all notices, appeals, rulings, or submissions under this Article.
- 5.3. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and should be followed in its entirety unless any step is waived by mutual consent.
- 5.4. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.
- 5.5. **Step 1.** A grievance must be initiated in writing (not email), shall clearly state that it is a grievance, state the factual background for the grievance, the section of the Agreement allegedly violated, and the remedy requested within ten (10) calendar days from the time when the cause for grievance occurred or when the grievant or the Union should have reasonably known of its occurrence, and the procedure following shall be resorted to as the sole means of obtaining adjustment of the grievance. The grievance shall be submitted to the Department Head or designee, who shall make an effort to resolve the problem and respond within seven (7) calendar days.
- 5.6. **Step 2.** If no satisfactory resolution is reached during Step 1, then the grievance may be appealed within five (5) calendar days after receipt of management's Step 1 response to the Borough Administrator or his/her designee. The Administrator or designee shall review and investigate the matter and conduct an informal conference. The Administrator or designee shall render a written Step 2 decision within ten (10) calendar days from receipt of the Step 2 appeal.
- 5.7. **Step 3.** If no satisfactory resolution is reached during Step 2, the matter may be appealed within five (5) calendar days from receipt of the Step 2 response to the Borough Clerk for consideration by the governing body or designee. A hearing officer will conduct a hearing and render a written decision within fourteen (14) days of receipt of the Step 3 appeal. If no action is taken by the governing body at the next Council Meeting following the ruling, the hearing officer's decision shall stand as the Step 3 ruling.

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5.8. **Arbitration.** If the grievance remains unresolved after Step 3, the grievant or Union may proceed to arbitration within ten (10) calendar days after the Step 3 decision. The arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.

5.8.1. The arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. The arbitrator shall be bound by the provisions of this Agreement and will restrict his/her opinion to the application of facts presented to him/her involving the grievance.

5.8.2. Attendance at arbitration hearings shall be limited to parties that have a direct interest in the outcome of said hearing, such as witnesses and major representatives of each party.

5.8.3. The arbitrator shall hold the hearing at a time and place convenient to the parties and shall render a decision within thirty (30) days after the close of the hearing.

5.8.4. The costs for the services of an arbitrator shall be born equally by the Borough and the Union. Decisions rendered by the arbitrator shall be final and binding on the parties.

5.9. **Bill of Rights.**

5.9.1. An employee shall be entitled to Union representation at each and every step of the Grievance Procedure set forth in this Agreement.

5.9.2. An employee shall be entitled to Union Representation at each step of a disciplinary hearing.

5.9.3. No employee shall be required by the employer and/or its Agents to submit to an interrogation likely to result in formal disciplinary action unless the employee is afforded the opportunity of Union representation.

5.9.4. No recording devices or stenographer of any kind shall be used during any meeting unless both union and employer agree to their use prior to such meeting. The Employer and Union shall be permitted to have minutes of the meeting taken. Copies shall be distributed to all parties involved.

5.9.5. In all disciplinary hearings the employee shall be presumed innocent until proven guilty and the burden of proof shall be on the Employer.

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5.9.6. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this Agreement.

5.9.7. Disciplinary action shall be taken for good and just cause only.

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ARTICLE 6 — SENIORITY

- 6.1. Seniority is an employee's total length of service, beginning with his/her original date of hire.
- 6.2. In all cases of demotions, promotions, layoffs, and other situations where employee advantages or disadvantages are concerned (except vacations as set forth herein), an employee with the greatest amount of seniority shall be given preference, provided he has the ability to do the work involved.
- 6.3. For vacation schedules, employee seniority shall control selections until March 1st of each year. For selections made after March 1st, seniority does not control vacation selections.
- 6.4. Any employee who terminates his/her employment and is subsequently rehired within one (1) year shall be able to use total service time for the purpose of vacation weeks allowed only.
- 6.5. **JOB OPENINGS**
 - 6.5.1. Posting. All job openings shall be conspicuously posted in a break room(s) and in each department on a designated bulletin board for a period of at least five working days prior to filling such vacancies and prior to any outside advertising, during which time employees may apply for the posted positions. Notices shall be on Borough letterhead, dated, and signed by a Department Head or Borough Administrator, and shall specify the deadline for submitting applications. A copy of each posting shall be furnished to the Local Union Representative of the Union on the same day the posting begins.
 - 6.5.2. Filling of Positions. All applications for job openings will be duly considered. Preference shall be given according to seniority so long as such preference would not result in the selection of a less qualified employee.

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ARTICLE 7 — EQUAL TREATMENT

- 7.1. The Employer and the Union agree that there shall be no discrimination or favoritism shown for reasons of Sex, Age, Nationality, Race, Religion, Marital Status, Political Affiliation, Physical Disability, Union Membership or Union Activities, or other protected category or activity.
- 7.2. The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced. Ten (10) working days prior to the implementation of any rules of work and conduct for employees established by the Employer pursuant to the above, the Employer agrees to notify the Union of said rules. The Union shall then have the opportunity to review such rules prior to their implementation.



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ARTICLE 8 — UNION BUSINESS

- 8.1. Whenever any employee, who is a representative of the Union, is scheduled to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in regular pay or be charged for sick leave or vacation leave. Such meetings or conferences, held away from the Borough, shall be limited to four (4) hours per month. The employee shall provide proof of attendance. The monthly allotment shall be monthly only, does not accrue, and has no cash-out or cash value. The employee shall give 48-hour advance notice of such union business.
- 8.2. Bulletin Boards will be provided by the Employer at permanent work locations for the use of the Union, for the sole purpose of posting Union announcements and other information. There shall be no posting of a profane or abusive nature.
- 8.3. Union Activities on Employers time and premises: The Employer agrees that during working hours, on the employer's premises, and without loss of pay, Union representatives shall be allowed to:
 - 8.3.1. Post Union notices.
 - 8.3.2. Distribute Union literature.
 - 8.3.3. Transmit communications authorized by the Local Union to its officers, to the Employer or his representative, both written and/or oral.
 - 8.3.4. Prepare for meetings, negotiations, grievance proceedings or conferences held on premises.
- 8.4. Visits by Union Representative
 - 8.4.1. The Employer agrees that accredited representatives of the Union, both local, district or international, shall have the right to visit the premises during working hours, so long as such visit shall not interfere with employee duties. The Borough shall be notified at least 24 hours in advance of such visits, except in emergency situations.

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ARTICLE 9 – WORKPLACE DEMOCRACY ACT

- 9.1. The parties agree to abide by the New Jersey Workplace Democracy Act (“WDEA”) as set forth in the Appendix.

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ARTICLE 10-- SAFETY AND HEALTH

- 10.1. The Employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices that may be reasonably necessary to ensure their safety and health.
- 10.2. The Employer and the Union shall designate two safety committee members consisting of one white collar Union member and one blue collar Union member. It shall be their joint responsibility to investigate and correct unsafe or unhealthy conditions. They shall meet periodically, as necessary, to review conditions in general and to make appropriate recommendations to either or both parties. The safety committee members representing the Union shall be permitted, upon prior notice to and authorization of the Employer's designated representative, a reasonable opportunity to visit work locations, for the purpose of investigating safety and health conditions, during working hours with no loss in pay for periods not to exceed four (4) hours per month, unless additional time is authorized by the Employer.
- 10.3. The safety committee shall meet when needed with the Borough Administrator upon notice to the Union.



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ARTICLE 11 — LAYOFF

- 11.1. In the event it becomes necessary to layoff employees for any reason, no permanent blue-collar employee shall be laid off before all blue-collar part-timers are laid off, and no permanent white-collar employee shall be laid off before all white-collar part-timers are laid off. After the layoff of any applicable part-timers, employees shall be laid off, by job classification, in the inverse order of their seniority. The Employer agrees to give at least one-month notice to the Union and the affected employees. Notice must be given in writing. An employee having held another prior position with the Borough has the right to bump down to said held position in the event of a reduction in the workforce.
- 11.2. If an employee is laid off he/she shall receive six (6) weeks' pay over three (3) pay periods at his/her current rate. Any laid off employee shall be placed on a recall/re-employment list and shall be given first right of refusal for any post-layoff opening provided that he or she is qualified to perform the essential duties of such post-layoff opening. An employee who is recalled shall not be deemed a new employee and his or her absence shall not be counted towards seniority but shall not be deemed a break in service.


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ARTICLE 12 — PROBATION PERIOD

- 12.1 Every person appointed to a position shall be deemed to be on probation for a period of six (6) months. The Borough Administrator may require reports and recommendations from Department Heads to determine whether he/she shall be granted permanent status. If for any reason, on or before the end of the six-month period, it is determined that an employee is not suited for the job for which he was hired, the employee will be terminated, without recourse to the contractual grievance procedure.
- 12.2 During the probationary period, an employee can accrue and use sick days, but any days taken will not be paid. During the probationary period, an employee can accrue, but not use, personal days until permanent status is achieved. An employee is not entitled to accrue or use vacation days until he/she achieves permanent status.
- 12.3 For probationary employees in a position requiring a CDL Class B license, such employee must obtain the CDL Class B permit during the probationary period. The employee will be given up to three (3) opportunities to pass the driving exam within the probationary period and must pass the Class B exam within six months from the original hire date. If the Class B license is not obtained in these time frames, the employee will be terminated.

ARTICLE 13 — WORK SCHEDULES

- 13.1. The workweek shall consist of five (5) consecutive days, Monday through Friday.
- 13.2. White Collar employees shall work 8:00 A.M. to 4:00 P.M. These employees shall receive a one-hour lunch break. The Public Works Clerk shall work 7:00 A.M. to 3:00 P. M., with a one hour lunch break.
- 13.3. The Borough is permitted to hire a part-time bus driver with hours between 9:00 a.m. and 5:00 p.m. Hours shall be a maximum of 24 hours and a minimum of 15 hours over three days per week. The days may flex with advance notice. The part-time bus driver shall receive sick leave in accordance with the New Jersey Paid Sick Leave law if applicable. The driver shall not receive personal leave time. Vacation time shall be prorated if the driver works on average more than 20 hours a week in a quarter of a year, or more than three days a week for more than 10 weeks a year. The driver shall have a 1 hour lunch break at some time during the shift when there is down time. The bus driver does not receive reimbursement for events he/she attends in the course of taking the seniors to them, excluding parking and tolls. Parking and toll expenses will be reimbursed with the submission of proper receipts.
- 13.4. Blue-Collar employees shall work 7:00 A.M. to 3:30 P.M. The employees shall receive a half-hour unpaid lunch break. Blue collar employees may have an alternate work schedule of combining their two 15-minute breaks into a 1/2 lunch, and working from 7:00 AM —3:00 PM unless the Director of Public Works determines business needs require the regular 7:00 AM 3:30 PM schedule.
- 13.5. For white collar Union members, the current practice as to paid rest breaks shall apply.
- 13.6. If an employee works in multiple capacities, the work schedule he or she follows will be what is established for each position the employee fills.

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ARTICLE 14 — CALL-IN TIME

- 14.1. If an employee is recalled to duty, the employee shall receive a minimum guarantee of three (3) hours compensation at the overtime rate regardless of the number of hours actually worked.
- 14.2. Employees of the Public Works Department shall be required to be on emergency, 24 hour call a minimum of eight (8) weeks per year. The employee shall also be compensated at the rate of \$125.00 per week. The employee shall also receive pay for a minimum of 2 hours and thereafter will receive pay for all hours worked if more than 2 hours during this period at the rate of one and one-half (1 & 1/2) times their normal rate.
- 14.3. No employee covered by this Agreement shall receive on-call pay while on vacation.

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ARTICLE 15 — BEREAVEMENT LEAVE

- 15.1. In the event of death in an employee's immediate family, the employee shall be granted time off without loss of regular pay of five (5) consecutive working days, to begin within 10 days of the death of the family member.
- 15.2. The term "immediate family" shall include mother, father, spouse, mother-in-law, father-in-law, children, parental guardians, brother, sister, grandmother, grandfather and grandchildren and significant other.
- 15.3. Employees shall be granted two (2) consecutive days off in the event of death of the following relatives: sister-in-law, brother-in-law and grandparent-in-law.
- 15.4. Employees shall be granted one (1) day off with pay in the event of a death of the following relatives: aunt, uncle, first cousins, niece and nephew.

ARTICLE 16 — INSURANCE

- 16.1. All employees will be entitled to medical, hospitalization and prescription coverage through the New Jersey State Health Benefits Program and its differing health insurance plan options. All options shall be offered to employees. If the Borough determines to leave the State Health Benefits Program, it agrees that such a change would need to be negotiated to agreement with the Union before it could be executed. The parties agree this is needed to preserve the right of employer to change from the SHBP and that it protects the right of unit employees to benefits and options at the then current level. Employee shall be responsible for payment of any premium share contribution required by law.
- 16.2. All employees will be entitled to vision and eyeglass care coverage as currently provided by the Borough of Clayton.
- 16.3. All employees will be entitled to dental benefits as currently provided by the Borough.
- 16.4. All employees are entitled to the State of New Jersey Temporary Disability Insurance coverage, as prescribed by the State Program. Beginning 1/1/09, all employees hired prior to this date will receive 50% of the difference between what disability benefits pays and his/her paycheck. Employees hired after 1/1/09 will only receive payment through state disability benefits. Statements of disability benefits for each payment received from State Disability must be presented for copying in order to calculate any reimbursement due for those eligible for the pay-up.
- 16.5. All unit employees who retire from the Borough of Clayton after twenty-five years of service and are receiving New Jersey State retirement pension benefits shall retain coverage for medical, dental, prescription and eye care benefits. It is understood that the State Health Benefits Program effective on January 1, 2003 establishes the co-pays and deductibles for Doctor visits and Prescriptions. It is agreed that the amount established by the State Health Benefit Program for all co-pays and deductibles shall be the retiree's responsibility per the State Health Benefits program as imposed by the State during the length of this Contract.
- 16.6. Retirees shall receive reimbursement for the difference between co-payments by active employee versus the amount paid by retired employees. Reimbursement shall be made to the Retiree upon submission of receipts and the appropriate signing of a Borough voucher to be processed in a timely fashion. No Union member hired after January 1, 2019 shall be eligible for prescription drug reimbursement in retirement.
- 16.7. Health benefits (including prescription-drug coverage) after retirement shall be afforded to an employee's spouse, but only if the employee is married to that

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spouse at the time of the employee's retirement. Accordingly, the Borough shall not be responsible for post-retirement health benefits and prescription-drug coverage for any person who is not the spouse of an employee at the time of that employee's retirement, and any employee who retires while married, subsequently divorces, and then remarries a different person shall not receive health benefits and prescription-drug coverage for that new spouse. Nothing herein shall be interpreted to preclude children born to an employee after that employee's retirement – including children born to a spouse other than that to which the employee was married at the time of the employee's retirement – from receiving health benefits and prescription-drug coverage.

- 16.8. The Borough shall not be responsible for any Medicare reimbursements.
- 16.9. For the 2018-2021 term of this Agreement, Union members shall contribute to health care premiums at least at the Year 4 Chapter 78 contribution rate.

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ARTICLE 17 - WORKER'S COMPENSATION

- 17.1. When an employee is injured on duty, the employee is to receive Workers Compensation payments due to the employee plus the difference between the amount they receive as compensation and their normal salary during the period of disability. This paragraph shall not apply to any employee hired after January 1, 2015.
- 17.2. An employee who is injured on the job and is sent home or to the hospital or who must obtain medical attention shall receive pay at the applicable hourly rate for the balance of the employee's regular shift on that day.

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ARTICLE 18 – WAGES

- 18.1. All employees covered by this Agreement shall receive an increase of two percent (2%) added to their hourly rate of pay effective and retroactive to January 1, 2018.
- 18.2. All employees covered by this Agreement shall receive an increase of two percent (2%) added to their hourly rate of pay effective and retroactive to January 1, 2019.
- 18.3. All employees covered by this Agreement shall receive effective January 1, 2020 an increase of two percent (2%) added to their hourly rate of pay.
- 18.4. All employees covered by this Agreement shall receive effective January 1, 2021 an increase of two percent (2%) added to their hourly rate of pay.
- 18.5. Samantha Langley shall be placed at Step 1 on the attached Salary Scale for the position of Construction Secretary effective January 1, 2017. She shall be placed at Step 2 on the attached Scale for Construction Secretary effective January 1, 2020. Such placement does not constitute a past practice or precedent with respect to how "experience" is applied on the wage scale. For all other purposes, "experience" shall refer to years of service with the Borough.
- 18.6. See attached Exhibits regarding hourly rates.
- 18.7. Public Works employees are to receive three (3) short and three (3) long sleeve shirts, one (1) jacket or coverall, and two (2) pair of boots each year. Public Works employees shall receive \$400.00 per year cleaning allowance payable June 1st and November 1st.
- 18.8. Any employee who reports to work without Borough supplied uniforms, jackets or shoes may be sent home, required to change and be docked pay accordingly.
- 18.9. Beginning January 1, 2015, the following annual stipends will be made available upon successful completion and receipt of the following licenses:
 - 18.9.1.1. \$750 Licensed Operator No. 1 (T1, W1, C1)
 - 18.9.1.2. \$1,500 Licensed Operator No. 2 (T2, W2, C2)
 - 18.9.1.3. \$3,000 Licensed Operator No. 3 (T3, W2, C2)
- 18.10. An employee receiving an annual stipend shall have the annual stipend divided by 26 and paid biweekly. Receipt of a stipend will require the employee receiving the stipend to work the weekend rotation at the Water Treatment Plant. The Licensed Operator Stipends are not cumulative. An employee must obtain all three licenses in each Operator Level in order to receive the annual stipend.

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18.11. Any laborer who obtains a CDL Class A License will be paid \$250 per year on or before November 1st. Payment will not be made if the employee's current job title as of the date of this Agreement requires a CDL Class A License.



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ARTICLE 19— OVERTIME

- 19.1. Overtime shall be considered as all time worked in excess of an employee's normal workday or workweek, and shall be compensated at the rate of one and one-half times the employee's normal hourly rate.
- 19.2. All work performed on a Sunday shall be compensated at the rate of two (2) times the employee's normal hourly rate of pay.
- 19.3. All work performed on a Holiday shall be compensated at the rate of two (2) times the employees normal hourly rate of pay.
- 19.4. Overtime work shall be voluntary, except it shall be mandatory in the event of an emergency.
- 19.5. Overtime shall be distributed as equally as possible. Overtime shall be rotated with the senior employee being given the opportunity to work first.
- 19.6. The Employer shall provide a list of employees with overtime worked upon reasonable request by the Union.
- 19.7. Overtime shall be paid currently.
- 19.8. No employee shall have his/her work shift workday or workweek changed for the purpose of avoiding overtime.
- 19.9. All paid time off shall be considered as time worked for the purpose of computing overtime.
- 19.10. Each employee required to work beyond his normal shift shall be entitled to time and one half compensation or to accumulate compensatory time of equal monetary value, up to a maximum of two-hundred forty (240) hours. Employees may request pay for compensatory time at any time. A maximum of 15 hours may be requested in any one (1) pay period.
- 19.11. Upon leaving employment for any reason, an employee may request all compensatory time due him/her in one pay period.
- 19.12. Minimum Hours: An employee will be paid a minimum of two (2) overtime hours for the pump station and three (3) overtime hours for the treatment plant on Chestnut Street.
- 19.13. Compensatory time may be used in conjunction with personal and vacation time, but not with sick time.
- 19.14. Compensatory time may not be used until the end of the pay cycle in which it was

earned. The time must be on the payroll balance before it can be used.

- 19.15. Absent extraordinary circumstances, employees shall provide 24 hours advance notice to use compensatory time. Such time shall be considered scheduled time off.

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ARTICLE 20 — HOLIDAYS

- 20.1. The following days are recognized as paid Holidays: New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Day.
- 20.2. Note: Union will agree to exchange Election Day for a floater day. That floater day will be added to an existing holiday. For white collar Union employees, the floater day will be Christmas Eve. Blue collar Union employees shall vote and advise the Borough of their floater selection for the following year no later than December 15 in the year prior. If no day is agreed upon it will be an additional personal day for that year.
- 20.3. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays that fall on a Sunday shall be celebrated the following Monday. Holidays which fall within an employee's vacation period shall not be counted as vacation days.
- 20.4. Personal Days.
- 20.4.1. Employees covered under this agreement shall receive four (4) personal days per year. The employee may take a personal day in conjunction with any scheduled vacation. Except in emergencies, all requests for personal leave shall be made in writing to each employee's immediate supervisor at least one (1) day prior to taking the leave.
- 20.4.2. ONE (1) EXTRA PERSONAL DAY. Employees who have completed five (5) years of full-time employment with the Borough shall be entitled to one (1) extra personal day off. The one (1) extra personal day shall be used by the employee in the given year and cannot be carried over to the next year. The parties agree that an employee shall be able to take a personal day in conjunction with any holiday so long as such personal day is preapproved as it is with the vacation.

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ARTICLE 21 — VACATIONS

- 21.1. Employees shall earn vacation on the basis of the following schedule:
- 21.1.1. 6 months to the end of the calendar year in which employment begins, 1 day for each month worked up to a maximum of 1 week.
 - 21.1.2. 1 year through 4 years of service, two (2) weeks.
 - 21.1.3. Beginning 5 years through 9 years of service, three (3) weeks.
 - 21.1.4. Beginning 10 years through 14 years of service, four (4) weeks.
 - 21.1.5. Beginning 15 years through 19 years of service, five (5) weeks.
 - 21.1.6. Beginning 20 years through 25 years of service, six (6) weeks.
 - 21.1.7. Beginning 25 years of service, seven (7) weeks.
 - 21.1.8. Sections 6 and 7 shall not apply to any employees hired after January 1, 2015. For such new hires, the maximum vacation time available shall be five (5) weeks.
- 21.2. For the efficient operation of Borough business, the scheduling of vacation must be approved by the Public Works Director for blue collar employees. For all other employees, vacation must be approved by the Borough Administrator.
- 21.3. Employees may not carry over vacation days from year to year. Exception: If an employee ends his or her probationary period in the months of November or December, the employee will accrue either one (1) or two (2) days of vacation by the year's end. As such, the employee will have little time to expend the day(s). Therefore, an employee in these circumstances may be permitted to carry such days into the next year.
- 21.4. Upon termination of employment, an employee shall receive payment for all vacation leave not used in the current year.
- 21.5. Whenever an employee dies having to his/her credit any vacation leave, there shall be paid to his/her estate a sum of money equal to the amount of vacation leave owed in the current year.
- 21.6. All employees covered under this Agreement shall be permitted to sell back to the Borough up to two weeks' vacation per year with the understanding that said request must be submitted before November 1st of that year, and that it will not be paid until after passage of the Borough's Annual Budget in the following year,

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and at the rate established for the prior year.

- 21.7. Requests for vacation shall be submitted by March 1st or earlier for the given year. Such requests, if made before March 1st, shall be governed by seniority. Requests for vacation made after March 1st in a given year shall not be governed by seniority.



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**ARTICLE 22— SICK LEAVE, THE FAMILY MEDICAL LEAVE ACT
AND THE NEW JERSEY FAMILY LEAVE ACT**

- 22.1. Sick leave for purposes herein is defined according to the circumstances set forth herein. A covered employee may take sick leave with pay for the following reasons:
- 22.1.1. The employee is unable to perform his or her assigned duties because of personal illness, injury or other health condition. This includes time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee.
 - 22.1.2. To enable an employee to obtain care or treatment of a health condition if such services could not reasonably have been scheduled outside working hours.
 - 22.1.3. To aid or care for a family member of the employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member. "Family member" means a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of the employee, or a sibling of a spouse, domestic partner, or civil union partner of the employee, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.
 - 22.1.4. Due to circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence.
 - 22.1.5. Due to the employee not being able to work because of a closure of the employee's workplace, or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee,

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would jeopardize the health of others.

- 22.1.6. For time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.
- 22.1.7. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved upon certification of the county Department of Health.
- 22.1.8. Benefits are not payable for an illness or accident that is (a) deliberately self-inflicted; (b) the result of injury to another person; (c) the result of committing a crime; or (d) a consequence of working for another employer or any other work for wage or profit and the individual is entitled to Workmen's Compensation benefits from that employer.
- 22.1.9. An employee shall not receive sick leave benefits for an illness or injury if the employee is entitled to Workers' Compensation benefits for such illness or injury.
- 22.2. Employees may accumulate all unused sick days into a sick bank at the end of each year. Days from this bank may only be used for extended illnesses over three (3) days in length.
- 22.3. All employees shall be entitled to the following sick leave:
 - 22.3.1. From the date of hire up to December 31, 1/2 working day per month (or the allotment allowable through the New Jersey Sick Leave Law, whichever is more). Each year thereafter, 12 working days per year.
- 22.4. An employee who does not expect to report to work on any working day must notify the appropriate supervisor by telephone within one (1) hour after the start of his/her workday.
- 22.5. Any employee who shall be absent on sick leave for three (3) or more consecutive days shall be required to submit medical evidence substantiating the illness within two business days of employee's return to work.
- 22.6. Accumulated sick leave may be sold back to the Borough as follows:
 - 22.6.1. Upon retirement, any employee may sell back to the Borough, at his/her current rate of pay, any unused days at the rate of one (1) day for one (1)

day. Employees must be eligible for State retirement to qualify under this section. Employees hired after 1/1/08 may continue to accumulate sick leave, and upon retirement, may sell back to the Borough at his/her current rate of pay, any unused days at the rate of 1 day for 1 day not to exceed to \$10,000.

22.6.2. Upon termination of employment for any reason as listed in number 1, an employee may sell back any unused sick days at the rate of three (3) sick days for one (1) day's current pay rate.

22.6.3. If an employee is laid off for any reason, the employee may sell back any unused sick days at the rate of one (1) sick day for one (1) day's current pay.

22.6.4. Employees have the option to convert banked sick for additional vacation or financial reimbursement as follows:

22.6.4.1. Employees may convert up to 2 weeks of banked sick time into 1 week of additional vacation.

22.6.4.2. Employees may sell back up to 2 weeks of banked sick time for 1 week's pay. The "sell back" must be requested by November 1st of the current year to be paid in the following year after the budget is adopted.

22.7. If a full-time employee of the Borough should die in any given year, then that employee's beneficiary shall be paid by the Borough for any unused sick time, banked sick time, unused vacation time, unused compensatory time or unused personal time for that year.

22.8. The FAMILY MEDICAL LEAVE ACT and the NEW JERSEY FAMILY LEAVE ACT: The Borough will follow the guidelines and standards as set forth in the Federal "Family Medical Leave Act" and the NJ Family Leave Act for each employee covered under this Agreement.

22.9. Should a holiday occur while an employee is on sick leave, he shall not have that day charged against his sick leave.

22.9.1. Note: An employee who calls out sick the day before or after a holiday will not be paid for the holiday unless he or she provides a doctor's note. If an employee works less than 4 hours on the day before a holiday on two occasions in a given year, then if the employee does so again in the same year, he or she will be required to provide a doctor's note.

22.10. If an employee utilizes sick leave under Section (A)(3) above to provide

 Borough of Clayton

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assistance for a family member at an appointment, the employee shall provide documentation to his or her supervisor (such as an appointment card from the doctor's office) evidencing the employee's attendance at the appointment.



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ARTICLE 23 — CREDIT UNION, CHECKOFF

- 23.1. The Employer agrees to make payroll deductions for any employee, upon written request, to be paid to an appropriate Credit Union authorized by N.J.S.A. 40A:9-17.


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ARTICLE 24 — MILITARY LEAVE

- 24.1. An employee who is a member of the National Guard or Reserves of Military and Naval Forces of the United States and is required to undergo annual field training will be granted a leave of absence with pay for the period of such tour of duty, minus any pay received for such tour of duty.
- 24.2. Any employee who enters into Active Service in the Armed Forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of Military Service without pay.



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ARTICLE 25 – MVR CHECKS

- 25.1. The Borough has the right to conduct MVR checks in accordance with its Borough MVR Policy. In the event that an employee is found in violation of its Policy, disciplinary action may be taken in accordance with the Policy.



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ARTICLE 26 — LEAVE OF ABSENCE WITHOUT PAY

- 26.1. An employee who is temporarily incapacitated (due to either physical or mental reasons), or who wishes to engage in any appropriate course of job-related study, or for any reason considered valid by the Employer, may be granted a leave of absence without pay by the Employer for a period not to exceed six (6) months. Said leave may be extended for another period not to exceed six (6) months with the approval of the Employer.
- 26.2. Maternity leave without pay —A Maternity leave, not to exceed six (6) months, shall be granted at the request of any employee without pay. Maternity Leave shall, upon the request of the employee, be extended or renewed for a period of six (6) months, also without pay.



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ARTICLE 27 — ACCESS TO PERSONNEL FILES

- 27.1. Upon reasonable request, the personnel records of any employee shall be open to the inspection of the employee. Copies of contents shall be available upon request under observation of a supervisor. An employee shall be permitted to respond to any document placed in said file after January 1, 2011 by having his or her response placed in the file with the document. Employees shall be given a copy of documents placed in the personnel file, with the exception of routine business records.


_____ Borough of Clayton


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ARTICLE 28 – PAY LANGUAGE

- 28.1. For any unit employee paid on an annualized salary basis and not on an hourly rate: In any year in which there are twenty-seven (27) pay period, any such unit employee shall receive $1/27^{\text{th}}$ of his/her annual salary per pay in that year. In any year other than a 27 pay period YEAR, such a unit employee shall receive $1/26^{\text{th}}$ of his/her annual salary per pay in that year.


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ARTICLE 29 - EDUCATION STIPULATION

- 29.1. Borough employees who enroll in training and education courses for career development, paid for and approved by the Borough, will be required to commit to a time of employment to the Borough of 3 years from the end of the career development courses. Notice will be given to the employee upon reimbursement that if the employee voluntarily quits or leaves employment within one year of the course completion he or she will be obligated to reimburse 75% of the cost back to the Borough; that if the employee voluntarily quits or leaves employment within two years of the course completion he or she will be obligated to reimburse 50% of the cost back to the Borough; and if between two years and three years 25% of cost. After 3 years, no reimbursement. Upon request, Council may waive this requirement.


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ARTICLE 30 – NO STRIKES OR SLOWDOWNS

- 30.1. The Union agrees there shall be no strikes, sympathy strikes, picketing, sickouts, or slowdowns of any kind whatsoever by employees in this bargaining unit. Should an employee engage in such conduct, the employee shall be subject to immediate discharge.

 Borough of Clayton

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ARTICLE 31 — MAINTENANCE OF EXISTING CONDITIONS

- 31.1. It is the intent of the employer and the employees that the presently existing working conditions are to remain in full force and effect except as specifically modified by this Agreement. Nothing in this paragraph limits or affects management rights or discretion.

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ARTICLE 32 — DUPLICATION OF AGREEMENT

- 32.1. The Employer shall be responsible for reproducing this Agreement and will furnish copies to the Union for distribution to employees and officials of the Employer.



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ARTICLE 33— SEPARABILITY AND SAVINGS

- 33.1. Each and every clause of this Agreement shall be deemed separate from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clauses or clauses, only to the extent that any may be so in violation shall be deemed of no force and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and, all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

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ARTICLE 34 — TERM OF AGREEMENT

34.1. This Agreement shall be in full force and effect as of January 1, 2018, and shall remain in effect to and including December 31, 2021 without any reopening date. This Agreement shall be subject to renegotiation by both parties under the terms and conditions as specified by the State of New Jersey Public Employment Relations Commission for the period beginning January 1, 2018. Upon expiration, the terms of the prior contract shall remain in full force and effect, through negotiations for the successor agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the Mayor of the Borough of Clayton and representative of Government Workers Union, attested by their Clerk and Secretary respectively, and their corporate seals placed hereon this date above written.

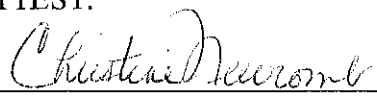
BOROUGH OF CLAYTON



Mayor

DATED: 3-12-2020

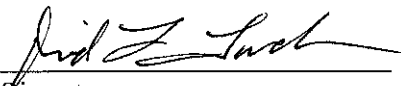
ATTEST:



CHRISTINE NEWCOMB, Borough Clerk

GWU

David Tucker
Printed Name President



Signature

DATED: 03.05.20



 Borough of Clayton

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(Schedule B) Proposed Salary Scale and Titles
01/27/20

BLUE COLLAR

		2017	2018	2019	2020	2021
General Laborer	1st 6 months	16.65	16.98	17.32	17.66	18.02
Laborer						
Step 1	yr 1	16.91	17.25	17.59	17.95	18.31
Step 2	yr 2	19.03	19.41	19.79	20.19	20.59
Step 3	yr 3	21.14	21.57	22.00	22.44	22.89
Step 4	yr 7	21.85	22.29	22.73	23.19	23.65
Step 5	yr 12	22.36	22.81	23.26	23.73	24.20
Step 6	yr 17	22.87	23.33	23.79	24.27	24.75
Step 7	yr 22	23.38	23.85	24.32	24.81	25.31
Laborer/Truck Driver						
Step 1	> 7 yrs Emp	22.12	22.57	23.02	23.48	23.95
Step 2	7 yrs Emp	23.11	23.57	24.04	24.52	25.01
Step 3	12 yrs Emp	23.37	23.83	24.31	24.80	25.29
Step 4	17 yrs Emp	23.63	24.10	24.58	25.08	25.58
Step 5	22 yrs Emp	23.86	24.33	24.82	25.32	25.82
Laborer/Utility Technician						
Step 1	1 yrs Exp	22.03	22.47	22.92	23.38	23.85
Step 2	5 yrs Exp	23.05	23.51	23.98	24.46	24.95
Step 3	10 yrs Exp	24.06	24.54	25.03	25.53	26.05
Step 4	15 yrs Exp	24.58	25.07	25.57	26.08	26.60
Step 5	20 yrs Exp	25.09	25.59	26.10	26.62	27.15
Streets and Roads Foreman		32.62	33.27	33.94	34.62	35.31
Utilities Foreman		27.73	28.28	28.85	29.43	30.02
Shuttle Bus Driver		16.82	17.16	17.50	17.85	18.21

Initials



03.05.20

Union

Date



3-12-2020

Borough

Date

(Schedule B) Proposed Salary Scale and Titles
01/27/20

WHITE COLLAR

			2017	2018	2019	2020	2021
1	Clerk - Entry Level						
	Step 1	New Hire	14.00	14.28	14.57	14.86	15.15
	Step 2	5 yrs Exp	14.63	14.92	15.22	15.53	15.84
	Step 3	10 yrs Exp	14.85	15.15	15.45	15.76	16.07
	Step 4	15 yrs Exp	14.92	15.22	15.52	15.83	16.15
	Step 5	20 yrs Exp	15.07	15.37	15.68	15.99	16.31
2	Construction Secretary						
	Step 1	New Hire	14.87	15.17	15.47	15.78	16.10
	Step 2	5 yrs Exp	15.54	15.85	16.17	16.49	16.82
	Step 3	10 yrs Exp	15.77	16.09	16.41	16.74	17.07
	Step 4	15 yrs Exp	15.85	16.17	16.49	16.82	17.16
	Step 5	20 yrs Exp	16.01	16.33	16.66	16.99	17.33
3	Office Clerk						
	Step 1	New Hire	17.08	17.42	17.77	18.13	18.49
	Step 2	5 yrs Exp	17.85	18.21	18.57	18.94	19.32
	Step 3	10 yrs Exp	18.12	18.48	18.85	19.23	19.61
	Step 4	15 yrs Exp	18.21	18.57	18.95	19.32	19.71
	Step 5	20 yrs Exp	18.39	18.76	19.13	19.52	19.91
4	Public Works Clerk (hired after 01/01/19)						
	Step 1	New Hire	17.48	17.83	18.19	18.55	18.92
	Step 2	5 yrs Exp	18.26	18.63	19.00	19.38	19.77
	Step 3	10 yrs Exp	18.54	18.91	19.29	19.67	20.07
	Step 4	15 yrs Exp	18.63	19.00	19.38	19.77	20.17
	Step 5	20 yrs Exp	18.81	19.19	19.57	19.96	20.36
5	Purchase Order Clerk (hired after 01/01/19)						
	Step 1	New Hire	19.29	19.68	20.07	20.47	20.88
	Step 2	5 yrs Exp	20.16	20.56	20.97	21.39	21.82
	Step 3	10 yrs Exp	20.46	20.87	21.29	21.71	22.15
	Step 4	15 yrs Exp	20.56	20.97	21.39	21.82	22.25
	Step 5	20 yrs Exp	20.77	21.19	21.61	22.04	22.48
6	Purchase Order Clerk		26.98	27.52	28.07	28.63	29.21
7	Public Works Clerk		18.63	19.00	19.38	19.77	20.16
	Water & Sewer Clerk		24.25	24.74	25.23	25.74	26.25
1	Establish a new starting title/salary for an Entry Level Clerk						
2	Title Change from Clerk/Typist to Construction Secretary and establish a Salary Scale with Steps						
3	Establish a Salary Scale with Steps for Office Clerk						
4 & 5	Establish a Salary Scale with Steps for new hires after 01/01/19						
6 & 7	Preserve Current Salary for the existing Purchase Order Clerk and Public Works Clerk						

Initials



03.05.20

Union

Date



3-12-2020

Borough

Date

APPENDIX REGARDING WORKPLACE DEMOCRACY ACT

The parties agree to abide by the provisions of the Workplace Democracy Act. The following provisions are incorporated into this 2018-2021 Agreement. The parties agree that for the successor to the 2018-2021 Agreement, the parties will eliminate this Appendix and incorporate these provisions as appropriate into the body of the Agreement.

1. The Borough will ensure that GWU is able to carry out its statutory duties by having access to and being able to communicate with the employees they represent.
2. The Borough will provide GWU with access to members of the negotiations unit. The rights to access required include:
 - a. the right to meet with individual employees on the premises of the public employer, during the work day, to investigate and discuss grievances, workplace-related complaints, and other workplace issues;
 - b. the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the organization, and internal union matters involving the governance or business of the organization; and
 - c. the right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 minutes, within 30 calendar days from the date of hire of each employee, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings.
3. The Borough will, within 10 calendar days of hiring, provide GWU the following information about a new employee: name, job title, worksite location, home address, work telephone number, date of hire, work email address, and any personal email address and home and personal cellular telephone numbers on file with the public employer. The Borough is required to provide updates to the employee organizations of that information every 120 calendar days.
4. Home addresses, phone numbers, email addresses, birth dates, employee negotiation units and groupings, and communications between employee organizations and their members, are not government records and are exempt from the disclosure requirements of P.L.1963, c.73 (C.47:1A-1 et seq.).
5. GWU may use the Borough email system to communicate with its members, and government buildings to meet with its members, regarding negotiations

and administration of collective negotiations agreements, grievances and other workplace-related complaints and issues, and internal organization matters. The meetings may not be for the purposes of supporting or opposing candidates for partisan political office or distributing literature regarding partisan elections.

6. The Borough will negotiate, upon GWU request, contractual provisions to memorialize the parties' agreement to implement the provisions of the bill listed above.
7. The Borough will not encourage employees to resign, relinquish membership in an employee organization, or revoke authorization of the deduction of fees to an employee organization, or encourage or discourage employees from joining, forming or assisting an employee organization. Violations are regarded as an unfair practice, and, upon a finding that the violation has occurred, the Public Employment Relations Commission, is directed to order the Borough to make whole the employee organization for any losses suffered by the organization as a result of the unfair practice.
8. If an employee seeks to withdraw authorization for payroll deduction of fees to employee organizations, an employee may do so by providing written notice to the Borough during the 10 days following each anniversary date of the employee's employment, and the Borough is then required to inform the employee organization of the withdrawal. A withdrawal would take effect on the 30th day after the anniversary date.