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**AGREEMENT  
BETWEEN  
BOROUGH OF BROOKLAWN  
CAMDEN COUNTY  
NEW JERSEY  
AND  
UNITED STEELWORKERS OF  
AMERICA  
AFL - CIO - CLC  
ON BEHALF OF LOCAL 14975**

## AGREEMENT

THIS AGREEMENT is entered into by and between the BOROUGH OF BROOKLAWN, Camden County, State of New Jersey (hereinafter referred to as the "Borough"), and the UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC (hereinafter referred to as the "Union"), for the purpose of providing for orderly relations between the Borough and the Union.

### ARTICLE I

#### RECOGNITION

##### Section 1.

The Borough recognizes the Union as the exclusive representative for collective negotiations concerning the terms and conditions of employment for Borough employees classified as "Operators" or "Laborers" of the Water and Sewer Departments, herein referred to as "employee(s)".

##### Section 2.

Nothing herein shall be construed to prevent any official or representative of the Borough from meeting with an employee organization for the purpose of hearing the views and requests of its members in such classifications as long as (a) the majority representative is informed of the meeting; (b) any changes or modifications in terms and conditions of employment are made only through negotiation with the majority representative; and (c) a

minority organization shall not present or process grievances.

Section 3.

Nothing herein shall be construed to deny to any employee his rights under Civil Service laws or regulations.

## ARTICLE II

### AGENCY SHOP

#### Section 1.

Any employee covered by this Agreement, who elects to become a member of the Union shall, on or after the thirtieth day following the effective date of this Agreement, tender to the Union payment of initiation fee, dues, or other assessment required to be paid in order to acquire and retain membership in the Union.

#### Section 2.

The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union, and further, that membership in the Union will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the initiation fee, periodic dues, or other assessments uniformly required as a condition of acquiring or retaining membership in the Union.

#### Section 3.

Any employee covered by this Agreement who elects not to become a member of the Union shall, commencing on the thirtieth day following the date of an employee's permanent appointment, pay to the Union a representation fee in lieu of dues during the term of this Agreement.

#### Section 4.

The representation fee in lieu of dues shall be in an amount

equivalent to the regular membership dues, initiation fees and assessments charged by the Union to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty-five (85%) per cent of the regular membership dues, fees and assessments.

#### Section 5.

The Borough agrees to deduct Union dues or the representation fee in lieu of dues, from the pay of employees who give written authorization to the Borough for such deduction, and to transmit the funds collected to the Secretary/Treasurer of the Union, so long as the authorization is validly in effect and is not revoked by the employee.

#### Section 6.

Deductions will be made from the pay earned during the first pay period of each month. If an employee who is absent on account of sickness, leave of absence, or for any other reason has no earnings due for the first pay period in any month, no deductions will be made from that employee's pay for that month. The Union will arrange collection of dues for that month directly with the employee.

#### Section 7.

When an employee does not have sufficient money due him, after

deductions have been made for Social Security, Group Insurance, garnishments, or other deductions required by law, Union dues or fees for that month will be deducted by the Borough the following month.

Section 8.

The Union shall furnish the Borough, on or before the fifth day of each month, a certified list of the employees currently subject to the checkoff. If any employee named on the list asserts that he is not subject to the checkoff and refuses to authorize deductions for Union dues or representation fees, the resulting dispute shall be resolved between the employee and the Union, and the Borough shall not be responsible to make such deductions until authorized to do so by the employee or ordered to do so by an appropriate Court Order.

Section 9.

The Borough, after having received written request from an employee covered by this Agreement, shall deduct from the first pay of each month the dues or fees due to the Union for the prior month and promptly remit the same to the Union. The employee's request shall be revocable, and should the Borough receive written request to discontinue the deduction of dues or fees, copy of which has been forwarded to the office of the Union fifteen (15) days prior to the payday on which dues are to be deducted, the Borough will discontinue the deduction of dues or fees.

Section 10.

The Union agrees to indemnify the Borough and hold the Borough

harmless from any and all claims, awards or judgments advanced by any employee covered by this Agreement, including legal expenses, legal fees and court costs which may result against the Borough by virtue of the Borough's efforts to comply with the terms of this Agreement.

ARTICLE III  
PROBATIONARY PERIOD

Section 1.

Appointment of new employees to positions covered by this Agreement shall be for a probationary period of three (3) months. If, at the expiration of such period, the performance of the probationer has not been satisfactory to the Borough, the probationer shall be notified in writing that he or she will not receive permanent appointment, otherwise his or her retention in the service shall be a permanent appointment.

Section 2.

The removal of a probationary employee by the Borough shall not be subject to the grievance or arbitration provisions of this Agreement, nor shall any probationary employee be entitled to any benefits set forth in this Agreement unless otherwise provided.

ARTICLE IV

WORK WEEK AND OVERTIME

Section 1.

Regulations regarding hours of work for employees shall be established by the Borough in accordance with N.J.S.A. 11:24A-1, New Jersey Civil Service Act.

Section 2.

Employees shall receive overtime pay at the rate of time and one-half of their normal hourly rate for all hours worked in excess of forty (40) hours per week.

## ARTICLE V

### PAID HOLIDAYS

#### Section 1.

The following days shall be paid holidays:

- (a) New Year's Day
- (b) Lincoln's Birthday
- (c) President's Day (Washington's Birthday)
- (d) Easter Monday
- (e) Memorial Day
- (f) Independence Day
- (g) Labor Day
- (h) Thanksgiving Day
- (i) Day after Thanksgiving\*
- (j) Christmas Day
- (k) Three (3) personal holidays which shall be on days mutually agreed upon between the Superintendent and the employee.

\*Management may assign an employee to work this day or a rotational basis at overtime rate of pay.

#### Section 2.

An employee shall receive eight (8) hours holiday pay, at his straight time hourly rate of pay, for each holiday listed in Section 1 above, provided he has worked the regular scheduled work day before and after the specific holiday being paid and has worked a minimum of thirty-two (32) hours during the regular work shift of the holiday being paid, excepting only in the case of a bona fide illness.

#### Section 3.

Any employee required to work on a holiday, whether regularly scheduled or on emergency, shall be paid at the employee's regular hourly rate for the hours worked in addition to the holiday pay.

Section 4.

When a paid holiday listed in Article V, Section 1, falls on a Sunday, the paid holiday shall be deemed to fall on the following Monday, and when such holiday falls on a Saturday, it shall be deemed to fall on the prior Friday.

ARTICLE VI  
VACATION BENEFITS

Section 1.

The Borough shall grant vacation benefits with pay to all eligible employees in accordance with N.J.S.A 11:24A-1. Every permanent employee shall be granted annual vacation benefits with pay in and for each calendar year, except as otherwise provided by law or Civil Service Regulations, as follows:

- (a) Up to one (1) year of service, one (1) working day's vacation for each month of service.
- (b) After one (1) year of service and up to ten (10) years of service, twelve (12) working days' vacation.
- (c) After ten (10) years of service and up to fifteen (15) years of service, fifteen (15) working days' vacation.
- (d) After fifteen (15) years of service and up to twenty (20) years of service, seventeen and one-half (17 1/2) working days' vacation.
- (e) After twenty (20) years of service, twenty (20) working days' vacation.
- (f) After twenty-five (25) year of service, twenty-five (25) working days' vacation.

Section 2.

If a vacation day for an employee falls on a paid holiday, the employee may elect to be paid at the employee's regular rate for eight hours, or instead, may use that vacation day during the following week, subject to the discretion of management.

Section 3.

If an employee is required to work on a day that has been scheduled for the employee's vacation, the employee will be paid at the regular rate for the vacation day and will be paid at the rate of time and one-half for time worked on that day. The employee shall not have the option to use the vacation day at a later time.

Section 4.

Where in any calendar year, the vacation benefit or any part thereof is not granted by reason of pressure of Borough business, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only.

## ARTICLE VII

### BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family, three (3) days bereavement leave with pay will be given to the employees. Immediate family shall be defined as employee's spouse, child, brother, sister, mother, father, mother-in-law, father-in-law, grandparents, stepfather, stepmother, and stepchildren. The Borough shall have the right to condition such leave upon the presentation by the employee of appropriate proof such as an obituary or death certificate.

ARTICLE VIII  
GRIEVANCE PROCEDURE

Section 1.

Any grievance between the Borough and the Union involving the interpretation or application of the specific terms of, this Agreement that fall outside the jurisdiction of Subtitle 3 of N.J.S.A. Title 11 shall be resolved in accordance with the procedure set forth as follows:

- Step 1. The aggrieved employee and the Shop Steward shall within two (2) working days of the occurrence of the events giving rise to the grievance, take the matter up with the employee's Supervisor, who shall promptly attempt to settle the matter within two (2) working days.
- Step 2. If the grievance is not satisfactorily adjusted in Step 1, it shall be reduced to writing no later than five (5) working days from the occurrence of the events giving rise to the grievance, on forms mutually agreed upon, signed by the aggrieved employee and submitted to the Chairman of the Councilmanic Committee having jurisdiction. A written answer to the grievance shall be given within five (5) days of the receipt of the grievance in Step 2.
- Step 3. If the answer is not acceptable or the Councilmanic Committee having jurisdiction fails to answer within five (5) days, the matter shall then be presented in writing within two (2) days after the conclusion of Step 2, to the Mayor and Council of the Borough. Mayor and Council, upon receipt of the matter in writing shall meet within ten (10) working days with the Union's Sub-District Director or his designated representative and Steward to discuss the grievance. Both parties recognize the desirability of having the grievant present whenever possible. The Borough's written decision shall be rendered within ten (10) working days after the date of the meeting. If

the grievance is not submitted to Step 4 within ten (10) working days following the decision in Step 3, Mayor and Council's decision shall be final.

- Step 4. If the decision in Step 3 is not acceptable, the matter may be submitted, within ten (10) days of Mayor and Council's decision, to the American Arbitration Association, and both parties shall be governed by the rules of that Association. The Arbitrator, however, shall not have authority to render a decision which would, in any manner, conflict with, or supercede State Laws and Civil Service Regulations. The Arbitrator shall not have authority to add to, modify or amend this Agreement, but only to interpret same. The Arbitrator selected shall conduct the arbitration hearings and proceed in accordance with the rules of the American Arbitration Association. The expenses of the Arbitrator shall be equally shared by the parties.

#### Section 2.

Notwithstanding the procedure for resolution of grievances contained herein, the parties to this Agreement hereby agree that Step 4 of the grievance procedure contained herein shall not be exercised in lieu of, or as an alternative procedure, where applicable State Statutes or Civil Service Regulations have jurisdiction over the matter being aggrieved.

ARTICLE IX  
STRIKES AND LOCKOUTS

Section 1.

For the duration of this Agreement, Union, its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slow-down or stoppage of work, boycott, picketing or other interruption of work within the municipal boundary of the Borough for any cause whatsoever. Failure or refusal on the part of any employee to comply with any provision of this Article and Section shall be cause for whatever disciplinary action, including suspension or discharge, deemed necessary by the Borough.

Section 2.

In consideration of this No Strike Pledge by the Union and employees, the Borough shall not lock out employees for the term of this Agreement.

Section 3.

Neither the violation of any provision of the Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful by any Federal, State or local law shall excuse employees, Union or Borough from their obligations under the provisions of this Article and Section.

ARTICLE X

UNION VISITATION

Section 1.

Authorized representatives of the Union shall be permitted access to employees under this Agreement, during work hours, for matters covered by this Agreement only with the consent of management, which shall not unreasonably be withheld. The representative(s) shall notify the Borough in advance, prior to meeting with employee(s) during work hours.

ARTICLE XI

UNUSED SICK LEAVE

Section 1.

Upon completion of each calendar year, subsequent to January 1, 1982, any employee covered by this Agreement shall be entitled to receive payment from the Borough for that employee's unused sick leave, earned in the year that application is made for payment of same, at the rate of seventy-five per cent (75%) of the daily rate of pay being received by the employee at the time that such option is exercised. The option must be exercised, in writing, and filed with the Borough Clerk prior to December 10th of the year in which the employee elects to make application under this Article. The Borough shall reimburse such employee by February 10th of the succeeding year.

ARTICLE XII

DUTY OPERATOR

Section 1.

One employee shall be assigned the responsibility of "duty operator" for the seven day period beginning each Wednesday. The responsibility of serving as duty operator shall be assigned on a rotating basis to each employee. The duty operator will work a full 4 hour shift on Saturday and Sunday and shall earn overtime pay as required by Article IV, Section 2 of this Agreement. The Superintendent of the Department of Public Works shall have the discretion to determine whether the duty operator will be required to work on the sixth and seventh days of the rotation. (Monday and Tuesday).

Section 2.

While serving as duty operator, such person shall remain within the receiving distance for the electronic "beeper" that is to be retained with the duty operator at all times when such employee is the duty operator.

## ARTICLE XIII

### WAGES

#### Section 1.

The wage rate for all employees covered by this Agreement shall be as set forth below:

	<u>1/1/92</u>	<u>1/1/93</u>	<u>1/1/94</u>
Starting Salary	14,386.75	15,015.34	16,691.03
Completion of Probationary Period	17,838.42	18,641.14	19,479.99
1 year	19,080.97	19,939.61	20,836.89
2 year	20,692.40	21,624.40	22,597.50
3 year	22,405.03	23,413.26	24,466.86
4 year	24,116.47	25,201.71	26,335.79

All employees at or above the top level of the guide for one year or more shall receive a wage increase of four and one-half percent (4½%) for the period January 1, 1992 through December 31, 1992 four and one-half percent (4½%) for the period January 1, 1993, through December 31, 1993, and four and one-half percent (4½%) for the period January 1, 1994, through December 31, 1994. The pay levels effective as of January 1, 1992, shall be retroactive to January 1, 1992.

All employee's Anniversary date shall be as of January 1st each year.

#### Section 2.

The Borough shall pay to each employee covered by this Agreement, who has worked in excess of ten (10) hours prior to 6:00 p.m. in any working day, and who is obligated to continue working past 6:00 p.m., a meal expense allowance of \$7.00 per such day.

#### Section 3.

If an employee, other than the duty operator, is required to report for emergency work at other than the employee's regularly scheduled work time, that employee will be guaranteed pay for at least four

hours, regardless of whether the employee works four hours, except if the work that the employee is called in to perform extends to the employee's regularly scheduled work time, and in that case, the employee will be paid for actual time worked. The rate of pay for the foregoing will be the employee's regular rate of pay, unless the employee falls within the requirements for overtime pay as contained in Article IV, Section 2, above, and in such event Article IV, Section 2, will control.

Section 4.

In addition to the provisions of Section One, Article XIII above, at discretion of management the employee, will be paid an additional sixty (60 cents) per hour (amounting to \$1,248.00 per year for 2080 hours worked) for calendar year for being Foreman. At the end of that period, the Superintendent of Public Works and the Borough Council shall review this additional payment to determine whether, and under what conditions or modifications, if any, this additional payment shall continue.

Section 5.

In addition to the provisions of Section 1, Article XIII, above, at discretion of Management the employee will be paid an additional thirty cents (30 cents) per hour (Amounting to \$624.00 per year for 2080 hours worked) for calendar year for being Assistant Foreman. At the end of that period, the Superintendent of Public Works and the Borough Council shall review this additional payment to determine whether, and under what conditions or modifications, if any, this additional payment shall continue.

Section 6.

Longevity for Public Works Department Employees

~~(\$150.00 per year after 5 years of Service)~~  
 (AFTER 5 YEARS OF SERVICE)

1 - 5 years of service	total	- 0 -
6 years of service	total	\$ 150.00
7 years of service	total	\$ 250.00
8 years of service	total	\$ 450.00 350.00
9 years of service	total	\$ 600.00 450.00
10 years of service	total	\$ 750.00 550.00
11 years of service	total	\$ 900.00 650.00
12 years of service	total	\$1,050.00 750.00
13 years of service	total	\$1,200.00 850.00
14 years of service	total	\$1,350.00 950.00
15 years of service	total	\$1,500.00 1,050.00
16 years of service	total	\$1,650.00 1,150.00
17 years of service	total	\$1,800.00 1,250.00
18 years of service	total	\$1,950.00 1,350.00
19 years of service	total	\$2,100.00 1,450.00
20 years of service	total	\$2,250.00 1,550.00
21 years of service	total	\$2,400.00 1,650.00
22 years of service	total	\$2,550.00 1,750.00
23 years of service	total	\$2,700.00 1,850.00
24 years of service	total	\$2,850.00 1,950.00
25 years of service	total	\$3,000.00 2,050.00
26 years of service	total	\$3,150.00 2,150.00
27 years of service	total	\$3,300.00 2,250.00
28 years of service	total	\$3,450.00 2,350.00
29 years of service	total	\$3,600.00 2,450.00
30 years of service	total	\$3,750.00 2,550.00

↓ ↓ ↓ ↓ ↓      \$3,050.00      ↓  
 (Maximum of ~~\$2,750.00~~ payout.)

Will be paid out each December of that year eligible.

ARTICLE XIV

HEALTH CARE COVERAGE

Section 1.

The Borough will provide Medical Coverage equal to or better than the present Medical Plan.

Section 2.

Coverage for new employees will begin at the first enrollment period after the employee has completed 90 days of employment as an operator or laborer.

Section 3.

Former laborers and operators receiving a pension from the State of New Jersey as a result of employment with the Borough, may elect to retain the Medical coverages listed in Article XIV, Section 1, on the following conditions: (a) acceptability to Medical Insurance Carrier; (b) the pensioner must timely pay to the Borough all costs of such coverage; and (c) such person shall not be allowed to elect to continue such Medical coverage if the person (i) no longer receives a pension result from former work as a laborer or operator for the Borough, or (ii) becomes eligible for any federal health care program. It shall be the obligation of the former employee to advise the Borough if his/her eligibility under this section ends.

Section 4.

The Borough will reimburse employees for eyeglasses broken in the course of employment for the Borough.

Section 5.

If an employee is injured at work and is unable to complete work, the employee will be paid for a full day's work.

Section 6.

A Self-Insurance Plan, where Borough will provide a Dental Reimbursement Plan for each single employee \$175.00 maximum, and employees with dependents up to \$350.00 maximum per year. ~~Accumulated over the life of the Contract up to a maximum of \$525.00/\$1,050.00~~ (with no reimbursement of unused portion). Such reimbursement shall be made by the Borough of Brooklawn after presentation of a paid receipt showing that dental care was rendered to the employee or their dependents by a Licensed Dentist or Physician who performs dental service within the scope of his/her license. All future employees and their dependents eligible for this Dental Reimbursement Plan will be covered after completing 3 months probationary period.

Section 7. (NEW)

A Self-Insurance Plan, where Borough will provide a Prescription Reimbursement Plan for each employee and their dependents up to \$100.00 maximum per family in any one year. <sup>(WITH NO REIMBURSEMENT OF UNUSUED PORTION)</sup> Such reimbursement shall be made by the Borough of Brooklawn after presentation of a paid receipt showing that Medical care was rendered to the employee or their dependents by a licensed Physician who performs medical service within the scope of his/her license. All future employees and their dependents eligible for this Prescription Reimbursement Plan will be covered after completing 3 months probationary period.

ARTICLE XV

WORK CLOTHING

The Borough shall supply and the employee will wear such work clothes, foul weather gear, winter clothing and safety equipment as it deems appropriate. Reimbursement of up to sixty-five \$65.00 per year upon receipt for work boots, if less than sixty-five \$65.00 cost of work boots only.

ARTICLE XVI

LUNCH BREAK

Each employee is entitled to a one-half hour daily unpaid period for a lunch break.

ARTICLE XVII

JURY DUTY

Employees serving on jury duty will be paid their regular daily pay for each day of jury duty, less all amounts paid by the court system for jury duty participation. Upon request, each employee shall provide documentation of all funds received for jury service and shall cooperate with the Borough in inquiries relevant to payment for jury service.

ARTICLE XVIII

PRIOR BENEFITS

Section 1.

Nothing contained herein shall be deemed to eliminate or restrict benefits, provided by the Borough, presently enjoyed by any employee covered by this Agreement.

ARTICLE XIX

DURATION OF AGREEMENT

Section 1.

This Agreement shall be effective as of January 1, 1992 and shall remain in full force and effect through December 31, 1994. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred and twenty (120) days prior to December 31, 1994, that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to December 31, 1994. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of the Agreement is given by either party in the manner set forth in the following paragraph.

Section 2.

In the event that either party desires to terminate this Agreement, and in the further event that a notice of desire to modify has been given, and negotiations have been entered into pursuant to Section 1 herein, written notice, by certified mail, return receipt requested, must be given to the other party not less than thirty (30) days prior to the desired termination date, which shall not be before December 31, 1994. This Agreement shall be terminated on the date so given.

Section 3.

This Agreement contains the entire understanding between the parties and shall not be changed, enlarged, diminished, or modified in any way without express written consent of both parties.

ARTICLE XX  
SEVERABILITY

Section 1.

IF any provision of this Agreement is determined to be contrary to law, then such provision shall not be deemed to be valid or subsisting, except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.