

AGREEMENT

between

THE BOROUGH OF BELLMAWR

and

**LOCAL 32
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION AFL-CIO**

January 1, 2000 through December 31, 2003

BOROUGH OF BELLMAWR

INDEX

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 32

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PROPOSED AGREEMENT

THIS AGREEMENT entered into upon the date as shown by the last signator hereto, as entered into between the BOROUGH OF BELLMAWR (hereinafter called the "Borough"), and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION AFL-CIO – LOCAL 32, Union, New Jersey, 07083-6025 (hereinafter called the "Union").

SECTION 1 - PURPOSE: It is the intent and purpose of the parties hereto that this Agreement covering rates of pay and conditions of employment will promote and establish a basis for securing cooperation, harmony and good will between the Borough and the employees of the Water Division of the Department of Public Works.

It is recognized that by granting benefits as set forth herein, the Borough is adding to its cost of operation and this Agreement is made with the understanding that the Union and its members will cooperate with the Borough in promoting better efficiencies. It is further recognized that such cooperation is necessary for the good and welfare of all the citizens of the Borough.

In consideration of the obligations assumed by the Borough in this Agreement, the Union recognizes its responsibilities to secure and sustain maximum effort per employee during the term of this Agreement in order that the Borough may receive a fair day's work for a fair day's pay as provided for in this Agreement. The Union is fully in agreement with the objective of employees performance and efficiency consistent with safety, good health and sustained effort.

SECTION 2 - RECOGNITION: The Borough recognizes and acknowledges that the Union is the exclusive representative of the employees of the Water Division of the Department of Public Works of the Borough of Bellmawr for the purpose of Collective Bargaining.

The accredited representative of the Union may interview individual members during working hours for the purpose of investigating grievances which have been filed by the Union; provided, however, that activities do not interfere with the operation of the plant and, provided further, that such permission to do so first secured from the Borough.

SECTION 3 - NON-DISCRIMINATION: There shall not be any discrimination against anyone covered by this Agreement because of race, color, creed, religion, age or national origin.

SECTION 4 - OPERATIONS COVERED: The execution of this Agreement on part of the Borough is intended to cover all operations which the Borough may place within the responsibility of the Water Division of the Department of Public Works in the Borough of Bellmawr.

SECTION 5 - STRIKES AND LOCK-OUTS: It is understood that there should be no strike, sit down, slow down, work stoppage or limitation upon production during the existence of the Agreement, nor shall any officer, representative or official of the Union authorize, assist or encourage any strike, sit down, slow down, work stoppage or limitation upon production during the existence of this Agreement.

The Borough reserves the right to discipline and/or discharge any employee or employees who violate the provisions of this section. In the event of a slow down or

limitation, upon production, the Union may grieve the action taken by the Borough in the event of a discharge or discipline of any employee. The Borough will not engage in any lock-out during the existence of this Agreement.

SECTION 6 - EMERGENCIES: All employees shall be available and on standby during an emergency as determined by the Borough. Should an emergency be declared by the Mayor or his authorized representative, then in that event, all employees agree that they shall notify the Borough of their whereabouts at all times during the existence of this emergency.

SECTION 7 - VACATIONS: The vacation schedule is as follows:

Employees with less than one years service shall receive no vacation time.

1 to 3 years	5 days
3 to 10 years	10 days
10 to 15 years.	15 days
15 to 35 years	20 days
35 years and over	25 days

Vacation may be taken in separate days and not consecutively only if agreed to by the employee and his supervisor.

Vacation time may not be accumulated from year to year.

If any employee's anniversary date of service falls before the end of the calendar year, said employee is entitled to his additional time within that remaining calendar year and must be taken within that calendar year from your anniversary date.

Promptly after January 1st of each calendar year, every eligible employee shall specify to his supervisor the vacation period he desires by employees. However, longer service employees will be given a preference as to choice. No changes in vacation schedules may

Handwritten notes:
shall specify to his supervisor
the vacation period he desires by employees
No changes in vacation schedules may

be made after March 1 of any year. It is understood that no more than one employee shall be on vacation at a time unless agreed to by the Supervisor.

In the event one of the holidays recognized in this Agreement falls within an employee's vacation period, he shall not receive extra pay for such holiday, but shall be entitled to receive one extra-day of vacation.

SECTION 8 - HOLIDAYS: The following are to be considered holidays for the employees covered by this Agreement:

New Year's Day	Columbus Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	One (1) Personal Day
Labor Day	Split shift on Friday and Monday after Thanksgiving

When any of the foregoing holidays fall on a Sunday, the following day is declared to be a legal holiday. Such legal holidays will be recognized as such for the purpose of this Agreement. Holidays recently changed by Federal Law will be celebrated on the date so specified. Holidays falling on Saturday will be celebrated on Friday before the holiday. When two (2) holidays fall in the same week, holidays will be split and the second holiday will be celebrated on the following Monday.

To be eligible for a holiday, employee must work the day before and the day after to receive holiday pay.

Employees are to give employer 72 hours notice in order to receive a personal day.

to be controlled by Supervisor.

SECTION 9 - HOURS AND OVERTIME: For the purpose of this Agreement, the payroll week for any employee shall be defined as beginning on Friday and ending on Thursday of each week, and a day shall be defined as a consecutive twenty-four hour period, beginning at 12:01 a.m. Time and one-half shall be paid for all time worked in excess of forty (40) hours in one payroll week. This shall be based on one and one-half times the employee's regular hourly rate.

Overtime payments shall not be duplicated or pyramided for the same hours worked, and to the extent that hours are compensated for by overtime rates under provision of this Agreement and they shall not be counted as hours worked in determining overtime payment under any other provision of this Agreement. Any paid day will count as a day worked for considering overtime pay.

SECTION 10 - GUARANTEED WORK WEEK: The Borough agrees that any employee who commences work in any regular work week as established for his particular job will be permitted to work forty (40) hours during the course of that week, provided however, that should there be insufficient work to be able to keep the said employee employed at the particular task to which he was assigned, at the discretion of the supervisor of the department, the said employees can and will be assigned to other work detail which he will proceed to complete. Should any employee refuse to carry out the said work details, this guaranteed work week is invalid.

SECTION 11 - CALL OUT TIME: If an employee is called back to work after completing his scheduled day's work, he shall be paid for 3 hours at his regular hourly rate,

or for the number of hours actually worked, at the appropriate hourly rate as provided in this Agreement. First time callout at 3 hours, if called back in same day, will be at 1 1/2 x hourly rate for all hours worked. (Time and one-half) over forty (40) hours, whichever is greater.

SECTION 12 - MEALS: Meals may be provided at the discretion of the Borough after four (4) hours of overtime.

SECTION 13 - JURY DUTY: The Borough agrees that once each year any person covered by this Agreement who is called for County, State or Federal Petit or Grand Jury service will receive his regular base pay without bonus for each regularly scheduled work day spent on jury duty, less that amount which he may receive from the government unit within which he is serving on jury duty.

SECTION 14 - SENIORITY PRINCIPLE: The seniority of a regular employee is determined by the length of his service computed in years, months and days from the first day of his last continuous employment.

The Borough recognizes the principle of seniority and the Union recognizes the need of maintaining the efficient work force. Therefore, seniority as used under this section pertains to the situation when making lay-off recall and vacation selection and emergency, provided the employee involved can qualify to perform that work to be assigned. However, nothing in these seniority rules regarding lay-offs shall be interpreted in contravention of existing CETA rules on lay-off.

New employees and those hired after a break in continuous service of more than six (6) months due to lay-off will be regarded as probationary employees for the first ninety (90)

days of work and will not receive any seniority during such period.

It is understood that the discharge of an employee during the probationary period is not a matter for grievance. When a probationary employee becomes a regular employee he shall receive credit for seniority purposes for the actual number of hours worked during said probationary period.

Any employee will lose his seniority and his name will be removed from the seniority list for the following reasons:

- a. If the employee quits or is discharged;
- b. If laid-off for more than sixty (60) consecutive calendar days;
- c. Absence for three (3) or more consecutive working days without just cause or without notifying the Borough unless it is manifestly impossible to give such notice;
- d. Failure to report to work at the expiration of a leave of absence;
- e. Unjustifiable failure to be available for work during an emergency situation;
- f. If the employee accepts any gainful employment when on a granted leave of absence; or
- g. If a laid-off employee fails to reply within 72 hours after a receipt of a certified letter recalling said employee to work.

SECTION 15 - SEPARABILITY PROVISION: If any provision of this contract shall be held invalid or in conflict with the law, the remainder of said contract shall not be affected thereby.

SECTION 16 - PROSPECTIVE LEGISLATION: In the event that there shall be enacted any applicable federal or state legislation or regulation by a State or Federal administrative body now in existence or hereafter created such legislation or regulation which is at

variance with the terms of this Agreement shall, to that extent, be deemed to modify the provisions of this Agreement.

SECTION 17 - MANAGEMENT'S RIGHTS: The Borough of Bellmawr and its proper officers and persons designated by said officers are and shall be responsible for the direction of the employees including the right to hire, assign, suspend, transfer, promote, discharge or discipline for just cause and to maintain discipline and efficiency of its employees. The Borough shall have the right to relieve employees from duty because of lack of work or other legitimate reasons. It shall also have the right to determine the extent to which the department shall be operated in the event of any change of methods or procedures on how to use equipment, the right to establish schedules, to introduce new or improved methods or facilities and to extend, limit or curtail its operations as deemed necessary for the promotion of efficiency within the department and for the betterment of the citizens of the Borough of Bellmawr.

The above statement of the Borough functions shall not be deemed to exclude other functions not listed therein merely because of said enumerations as it is recognized that the government functions of the borough of Bellmawr are not intended to be limited by the Union or its employees.

SECTION 18 - PHYSICAL CAPABILITY: Applicants of initial employment and/or re-employment after a lay-off or absence of thirty (30) days or more, due to illness or injury may, at the Borough's election, be required to submit to physical examination by a physician as designated by the Borough at the expense of the Borough. The Borough may, should it deem necessary, require medical examinations annually or on such other

occasions, as deemed necessary by the Borough. The Borough will not hire or re-employ any person whose medical condition is determined to be such that his working could endanger himself or other employees.

The Union reserves the right to require such employees to undergo a medical examination should it not agree with the Borough's examination that said employee would endanger himself or other employees because of his medical condition.

SECTION 19 - SAFETY AND HEALTH: The Borough and the Union will cooperate in the continuing objective to eliminate accidents and health hazards. The Borough shall continue to make reasonable provisions for the health and safety of its employees during the hours of their employment. Failure to wear all provided safety gear will result in disciplinary action.

SECTION 20 - GRIEVANCES: Should any differences arise between the Borough and the Union or its members employed by the Borough, as to the meaning and application of our compliance with the provisions of this Agreement, there shall be no suspension of work on account of such differences, but an earnest effort shall be made to settle such differences immediately through the following procedure in the order specified, and no additional method of adjustment may be resorted to where the matter has been settled by a previous method.

- (1) Between the Shop Steward, the aggrieved employee and foreman or head of the department involved. Must be filed within 5 days.
- (2) Between the representative of the Union, the Shop Steward, the aggrieved employee and the secretary of the Borough. Must be filed within 10 days.
- (3) In the event that any grievance or dispute relating to the meaning of an application of or compliance with the provisions of this Agreement is not

settled under any of the foregoing steps of the grievance procedure, such dispute may be referred by either party to an impartial arbitrator to be appointed by mutual agreement of the parties. Must be filed within 15 days.

In the cases where the Borough and the Union are unable to agree upon the impartial arbitrator within fifteen (15) days after the conclusion of the meeting between the parties, provided for in Step (3) above, then on application of either party, the American Arbitration Association shall be requested to designate the impartial arbitrator in accordance with its existing practice.

Any impartial arbitrator designated hereunder, to whom any grievance or dispute shall be submitted in accordance with the provisions of this Agreement, shall have jurisdiction and authority only to apply and interpret the provisions of this Agreement, insofar as may be necessary to the determination of such grievances.

SECTION 21 - LEAVE OF ABSENCE & DEATH BENEFITS: Reason:

1. Death of spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, and grandparents. Basis of Pay: Full straight-time pay. Maximum Duration Each Occurrence: Not more than time actually needed and in no event more than three (3) days. Employee shall be allotted 1 day each year for death benefits for family members such as aunts and uncles not covered by Death Benefit Clause, to be granted by supervisor only.
2. Union business of the following nature: (a) Attendance at meetings for any purpose called at the request of the management. Basis of Pay: Full straight-time pay, should meetings be conducted during working hours only and only as to the matter which relates to management Union regulations. Maximum Duration for Each Occurrence: As required. (b) Arbitration meetings and grievance procedure meetings.

Any employee desiring leave of absence from his employment shall secure written permission from both the Union and the employer. The maximum leave of absence shall be for thirty (30) days, and may be extended for like periods. Permission for extension must be secured from both the Union and the employer. The Union and the Borough will jointly determine whether said employee is to be given seniority credit while on leave of absence. During the personal leave of absence, the employee shall not engage in gainful employment in any industry. Failure to comply with this provision shall result in termination of employment unless otherwise determined by the Borough and the Union.

SECTION 22 - SUB-CONTRACTING: From time to time, the Borough may find it necessary, because of a particular work demand, to engage in sub-contracting to perform some of the work which might otherwise be performed by the employees. This right of sub-contracting is specifically reserved as part of the management and operation of the work of the Borough. No contractor will be engaged to displace regular employees.

SECTION 23 - SHARING OF OVERTIME: Insofar as reasonably possible, overtime shall be distributed equally within each department, at the sole discretion of the supervisor. Availability of employees may be considered.

SECTION 24 - EMPLOYEE RESPONSIBILITY FOR DAMAGE TO EQUIPMENT: It is recognized by the Union and the Borough that the equipment provided to each employee should be in good operating condition. In that regard, the Borough agrees to maintain said equipment to the best of its ability and each employee is responsible for willful or careless damage while operating equipment. Employee must fill out daily operating sheets to be completed at the end of the work day. Safety violations must be written up immediately

and reported to maintenance staff or disciplinary action shall occur.

SECTION 25 - DISCIPLINARY PROCEDURE:

A. Ground for Immediate Discharge

1. Employees shall be subject to immediate discharge for the following causes:
 - (a) Reporting to work under the influence of drugs or alcoholic beverages;
 - (b) Being in possession of drugs or alcoholic beverages during the work day;
 - (c) Sleeping on the job;
 - (d) Theft;
 - (e) Refusal to follow a lawful order by a supervisor;
 - (f) Gambling on the Company Premises;
 - (g) Creating fire hazards;
 - (h) Continued absence without leave;
 - (i) Fighting;
 - (j) Insubordination (as per dictionary)

B. Progressive Discipline: In other cases involving improper act by employees, the employer shall, on the first offense, orally discuss the matter with the employee and the Shop Steward involved and prepare a written Record of Discussion shall be kept in the employee's file with a copy thereof being given to the employee. In the event of a subsequent offense, the Borough may suspend the employee involved for a period not to exceed two (2) days. This offense shall also be reduced to writing with the employee receiving a copy thereof. On any additional offense, the employee is subject to discharge.

C. In the event of a suspension involving one employee, the suspension shall commence immediately upon the suspension decision being made by the Borough. However, where the suspension involves more than one employee, the Borough may stagger the times for the serving of the suspension by the employees involved.

D. In the event of any discipline being imposed upon an employee, the Borough shall notify the Shop Steward as soon as possible, but no later than twenty-four (24) hours thereafter, provided that when the termination of the twenty-four (24) hour period falls on a Saturday, Sunday or Holiday the notification shall be given as early as possible on the next business day. In the event of the Shop Steward's absence, the Borough shall give notice to the Union.

E. A representative of the Union shall have the right to be present during meetings concerning progressive discipline. On the cases of immediate discharge, if it is possible to give the Union representative notice in advance, it shall be given.

SECTION 26 - DISCHARGED: Notwithstanding that certain situations have been enumerated herein which may require immediate discharge of various employees, it is hereby agreed that the Borough may discharge an employee for just cause, subject to the utilization of a grievance procedure set forth herein by said employees.

During his ninety (90) day probationary period a Borough employee may be discharged without notice and there shall be no recourse to the grievance procedure.

SECTION 27 - LUNCH POLICY: Each employee shall be entitled to a one 30 minute lunch break to commence no sooner than 12:00 noon. However, if mutually agreed by the supervisor and employees, the employee may take less time and end the work day sooner.

SECTION 28 - CLOTHING ALLOWANCES: The Borough agrees to provide three (3) tee shirts; three (3) long sleeved shirts; three (3) pairs of pants and one (1) jacket per contract period and rain gear. Worn out jackets and pants must be turned in to get replacements. Borough to provide \$100.00 once a year for shoes to be paid by February 28th each year of contract. Safety shoes must be worn by employees during working hours. Summer uniforms to be ordered by May 15th and winter uniforms to be ordered by November 15th of each year of contract. All uniforms to be purchased by the Borough and uniforms will be worn by employees when issued by Borough. Any employees reporting to work without uniforms will be sent home without pay.

SECTION 29 - FIRE WATCH: All employees shall be required to assist in local fire and emergency protection conditions, unless directed by Highway Supervisor.

SECTION 30 - ILLNESS OR INJURY: Any employee who is absent because of illness or injury shall accumulate seniority for the purpose of determining his place on the seniority lists up to a period of one (1) year. After one (1) year, his situation shall be reviewed by the Union and the Borough to determine whether said employee shall be removed from the seniority list.

SECTION 31 - WORK PERFORMED BY COVERED EMPLOYEES ONLY: Employers, representatives or supervisor may perform work in any classifications covered by this Agreement if all employees within the bargaining unit covered by this Agreement are scheduled to work at that time.

SECTION 32 - SHOP STEWARDS: The Union may select from the employees covered by this Agreement, Shop Stewards whose duties as Steward shall not interfere with

their work for the Borough. The Borough shall in no way discriminate against an employee because he is a Shop Steward.

SECTION 33 - NOTICE OF LAY-OFF: The Employer agrees to give one (1) week's notice, whenever making seasonal or permanent lay-offs, to the employee and Shop Steward. Notice must be given in writing. Where such required notice is not given in writing, the employer shall pay the employees one (1) week's wages in lieu thereof.

SECTION 34 - MILITARY SERVICE: After receipt of notification to report for physical examination for induction into the military service of the United States of America, the employee may at his option, enlist in any branch of the United States Military Service and have such re-employment rights and privileges as provided by Federal Selective Service Act and any amendments thereto for a period of not more than one (1) enlistment and is further provided that he makes application for his re-employment rights within three (3) months after his discharge. The employee shall also be entitled to those maximum benefits in effect at the time of his military service and/or training obligation ends. In order to make a place for such employee upon his return to the Borough, any person who as a result of the absence of such employee has been promoted, transferred or hired, shall be subject to demotion, transfer or lay-off as the case may be. Any employee who desires to benefit in accordance with the provisions of this section must have received an honorable discharge from the military service and still be qualified to perform the duties of the position.

SECTION 35 - LEAVING BARGAINING UNIT: Any employee within the Agreement who elects to become a part of management shall lose all seniority rights after one (1) year if the employee elects to stay in management. If the employee decides to return to the

Bargaining Unit at the end of one (1) year, he may do so without loss of seniority rights.

SECTION 36 - INSPECTION PRIVILEGES: Access to Premises: A Business Agency or Organizer of the Union shall have access to the job site at any time during working hours for the purpose of adjusting employer-employee disputes, investigating working conditions and ascertaining that the Agreement is being adhered to.

SECTION 37 - SEPARATION OF EMPLOYMENT: Upon discharge, the employer shall pay all monies due to the employee including earned vacations within one (1) week. Upon quitting, the employer shall pay monies due the employee including earned vacations on the regular payday of the employee in the week following such quitting.

SECTION 38 - CONDITIONS OF WORK SAFETY: Report of Defective Equipment: Employee shall immediately, or at least at the end of their shift, report all defects in equipment. Such reports shall be made on suitable form furnished by the Employer and shall be made in multiple copies, one (1) to be retained by the employee. The employer shall not ask or require any employee to operate any equipment that has been reported in an unsafe condition until it has been approved as being safe by management or the mechanical department.

When the occasion arises where an employee gives written report forms in use, by the Employer, any equipment being in an unsafe operating condition and receives no consideration from the Employer, he shall take the matter up with the Union.

SECTION 39 - REPORTING ACCIDENTS: Any employee involved in an accident shall at first opportunity report said accident to his employer. If said accident involves any physical injuries, then the employee shall report accident to this employer as soon as

possible. The Employee will complete a written report regarding every accident and cooperate with the Borough and any insurance carrier of the Borough regarding the investigation of litigation involving said accident.

SECTION 40 - STATEMENT OF EARNINGS: Each employee shall be provided with a statement of gross earnings and itemized pay check of all deductions made for any purpose.

SECTION 41 - RESIDENT COMPLAINTS: Should a written complaint be received from a resident or taxpayer of the Borough of Bellmawr, then any employee named or described in the said complaint shall attend a non-public hearing to be held by the governing body. The Union representative may attend the non-public hearing.

SECTION 42 - POSTING OF NOTICES: The employer agrees to the posting within his business premises, of notices of Union meetings, etc.

SECTION 43 - JOB OPENINGS: All job openings are to be posted at the Borough garage for a period of five (5) working days before the job is filled so that Union employees may bid for it.

SECTION 44 - CLASSIFICATION AND RECLASSIFICATION: The following classification of jobs are the ones that shall exist within the Borough of Bellmawr Water Division of the Public Works Department for the duration of this contract:

- Licensed Operator
- Operator
- Helper I
- Helper II
- Water Helper Starter

When a lower classified man is assigned to a higher classified job, he shall receive

a higher classification rate after one (1) day in such classification. He shall continue to receive a higher wage so long as he is performing the more highly classified job. He shall receive a lower rate when he is no longer performing at a higher level. It is recognized for the purpose of training men for a higher classification the training period does not entitle the man to a higher rate of pay until the job is actually open.

SECTION 45 - SICK LEAVE POLICY:

1. Said period of illness or sick time will be paid up to a maximum of eleven (11) working days in accordance with the schedule below. For a bona fide absence because of illness, an employee who qualifies shall be paid during any calendar year according to the following schedule:

<u>Completion of:</u>	<u>Entitled to:</u>
1 to 3 years	3 days
3 to 5 years	5 days
5 to 7 years	7 days
7 and over	11 days

2. Pay for one (1) sick leave shall be equivalent to eight (8) hours at the employee's regular base rate of pay. Sick leave shall be allowed for full days only, and, in the event that an employee leaves his work because of illness before the end of his regularly scheduled work day, he shall only be paid for the hours worked that day.
3. In order to be entitled to sick leave pay, an employee must notify his or her immediate supervisor on or prior to the day of absence due to illness, or an off-duty injury.
4. Sick leave is not deemed to be a for of vacation, and, only in justifiable

cases will sick leave be approved to be taken directly before or directly after a vacation.

5. Employees on a voluntary leave of absence status will not accumulate sick time.
6. The Borough, if not satisfied with the medical certificate presented by the employee, shall have the right to have the said employee examined by a licensed physician for the purpose of determining eligibility for sick leave benefits.
7. Every employee applying for sick leave shall present a medical certificate, if the period of illness exceeds three (3) days, to the Borough Clerk through the Department Chairman. Such Department Chairman shall indicate to the Borough Clerk whether or not such sick leave benefits shall be made.
8. All unused sick leave may be carried from year to year not to exceed ninety (90) days.

In case of illness, current year sick leave must be used first. All unused sick leave cannot be used except for long term illness of fourteen (14) days or more and up to ninety (90) days or the exact amount carried from year to year.

All unused sick leave cannot be returned or have any monetary payback.

SECTION 46 - MEDICAL COVERAGE AND PRESCRIPTION PLAN PROVIDED BY

BOROUGH: The Borough agrees to continue in force for the duration of this Agreement all present medical benefits now carried for the benefit of the Public Works Water Division employees. In addition, the employees Pension Fund, as presently

constructed, shall remain in effect during the life of this Agreement.

However, Union agrees that for new employees hired after July 1, 2001, they shall pay a portion of the costs of their medical and prescription coverage according to the following: the new hires will pay twenty percent (20%) of their medical and prescription coverage costs in the first year of employment, eighteen percent (18%) in the second year, and the payment shall in this manner be reduced two percent (2%) each year until the tenth year of employment.

The Borough will provide and pay for a Prescription Drug Program to cover employees and dependents subject to the above, including the new hires contributions. The Borough will also provide payment of \$200.00 per year to an employee or family member of an employee for Eye Care, but only one person per year. The Borough also will provide and pay for a Dental Program to cover employees and dependents.

SECTION 47 - MEDICAL AND PRESCRIPTION BENEFIT CO-PAYS: The Borough and Union agree that all coverage for Borough employees is being switched over to the so-called Patriot V Program which requires higher co-pays by employees for both medical and prescription benefits. The Borough, however, will pay to each employee by separate payment the difference between the existing co-pays and the new co-pays required by Patriot V.

SECTION 48 - LONGEVITY CLAUSE: In the first week of December each year of the contract the Borough shall pay all employees with one (1) year or more of service one percent (1%) of Gross Salary.

SECTION 49 - WAGES: Union and Borough acknowledge that a dispute has existed

concerning the implementation of salary increase to certain employees during the prior contract with the previous employee Union. In order to compromise said dispute Union and Borough agree that Borough will pay the following employees the following sums of money in lieu of percentage increases for the calendar year 2000:

Ben Kennedy	-	\$5,077.51
Gene Auletto	-	\$983.20
John Johnson, Jr.	-	\$412.80
Scott Weitzel	-	\$355.20

The hourly rates for employees of the Water Division covered by this Agreement shall be as follows for the respective years:

	<u>2001</u>	<u>2002</u>	<u>2003</u>
Licensed Operator	\$16.36	\$16.85	\$17.36
Operator	\$15.24	\$15.71	\$16.19
Helper I	\$13.30	\$13.70	\$14.11
Helper II	\$10.01	\$10.31	\$10.62
Water Helper Starter	\$ 7.73	\$ 7.96	\$ 8.20

Any employee required to work night shift or weekend shift work shall receive an additional \$600.00 annually.

SECTION 50 - UNION DUES:

- A. Payroll Deduction. The employer shall regularly deduct from the paycheck of all members of the bargaining unit the amount pro rata of dues, initiation fees and any other payments due to the Union.

- B. Verification & Notice. It shall be the responsibility of the Union to provide written notice to the employer amount thereto.
- C. Timely Compliance. The employer shall initiate a payroll deduction or any change thereto as soon as reasonably practical upon receipt of the aforementioned written notice.
- D. The Union will indemnify the Employer for any and all claims and legal fees which arise due to the provision of this Article.

SECTION 51 - REPRESENTATION FEE IN LIEU OF DUES:

- A. Notice. If an employee in the bargaining unit is not a member of the union during the term of this agreement or during any period between successive agreements that employee shall be required to pay a representation fee to the union. The representation fee shall be equal to 85 percent (85%) of the sum of the regular membership dues, initiation fees or assessments or the maximum amount permitted by statute, whichever is higher.
- B. Payroll Deduction. The payment of the representation fee shall be administered in the same manner as the union dues check off, as stipulated in Article 5 of this agreement.
- C. Purpose. The purpose of this article is to provide for payment of the representation fees as set forth in Chapter 477 of the Public Laws of 1979 of the State of New Jersey or amendments thereto. Anything herein that may be inconsistent with said law shall be deemed to be changed to conform with said law. The union has represented that it has established a "demand and


return" system pursuant to the foregoing law that is available to employees who pay the representation fee.

D. The Union will indemnify the Employer for any and all claims and/or legal fees which arise due to the provision of this Article.

SECTION 52 - DURATION OF THIS AGREEMENT AND TERMINATION: This Agreement shall become effective, except as specifically directed, on January 1, 2001 and shall remain in full force and effect until December 31, 2003.

ATTEST:

BOROUGH OF BELLMAWR



CHARLES J. SAUTER, III,
Borough Clerk



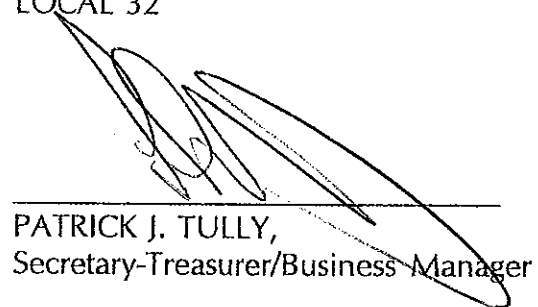
FRANK R. FILIPEK, Mayor

ATTEST:

OFFICE AND PROFESSIONAL EMPLOYEES,
LOCAL 32



by:



PATRICK J. TULLY,
Secretary-Treasurer/Business Manager