

# **AGREEMENT**

This Agreement is entered into by and between the **BOROUGH OF BROOKLAWN**, in the County of Camden, State of New Jersey (hereinafter referred to as the "Borough") and the **EMPLOYEES OF THE DEPARTMENT OF PUBLIC WORKS** (hereinafter referred to as the "Covered Employee") for the purpose of providing for orderly relations between the Borough and the DPW.

## **ARTICLE I**

### **PROBATIONARY PERIOD**

#### **Section 1**

Appointment of new employees to positions covered by the Agreement shall be for a probationary period of ninety (90) days. 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 a permanent appointment. Otherwise, his or her retention in the service shall be a permanent appointment.

#### **Section 2**

All Covered Employees of the Brooklawn Department of Public Works are required to have a valid New Jersey driver's license **and** a CDL license. New Covered Employees are required to have a CDL license within one hundred, eighty (180) days from their date of hire.

## **ARTICLE II**

### **WORK WEEK AND OVERTIME**

#### **Section 1**

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

#### **Section 2**

Covered 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 III**  
**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) Five (5) personal holidays which shall be on days mutually agreed upon between the Superintendent and the Covered Employee.

\*Management may assign a Covered Employee to work this day on a rotational basis at overtime rate of pay.

**Section 2**

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

**Section 4**

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

## ARTICLE IV

### VACATION BENEFITS

#### Section 1

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

- (a) Up to one (1) year of service, one (1) working day 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 (17½) working days' vacation.
- (e) After twenty (20) years of service and up to twenty-five (25) years of service, twenty (20) working days' vacation.
- (f) After twenty-five (25) years of service, twenty-five (25) working days' vacation.

#### Section 2

If a vacation day for an Covered Employee falls on a paid holiday, the Covered Employee may elect to be paid at the Covered Employee's regular rate for eight (8) hours, or instead, may use that vacation day during the following week, subject to the discretion of management.

#### Section 3

If a Covered Employee is required to work on a day that has been scheduled for the Covered Employee's vacation, the Covered 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 Covered 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 V**

#### **BEREAVEMENT LEAVE**

In the event of a death in a Covered Employee's immediate family, four (4) days bereavement leave with pay will be given to a Covered Employee. Immediate family shall be defined as an Covered 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 Covered Employee of appropriate proof such as an obituary or a death certificate.

### **ARTICLE VI**

#### **GRIEVANCE PROCEDURE**

#### **Section 1**

Any grievance between the Borough and the DPW 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 Covered Employee shall submit the grievance, within two (2) working days of the occurrence of the events giving rise to the grievance, on forms mutually agreed upon, signed by the aggrieved Covered Employee, to the Chairman of the Council Committee having jurisdiction. A written answer shall be given within five (5) days of the receipt of the grievance in Step 2.
- Step 2.** If the answer is not acceptable or the Council 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 Covered Employee 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 3. If the decision in Step 2 is not acceptable, the matter may be submitted within ten (10) days of Mayor and Council's decision to the American Arbitration Associates 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 supersede State Laws and Civil Service Regulations. The Arbitrator shall not have the authority to add, modify or amend this Agreement, but only to interpret the same. The Arbitrator selected shall conduct the arbitration hearing 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 3 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 VII**

### **UNUSED SICK LEAVE**

#### **Section 1**

Upon completion of each calendar year, any Covered Employee covered by this Agreement shall be entitled to receive payment from the Borough for that Covered Employee's unused sick leave, earned in the year that application is made for payment of same, at the rate of seventy-five percent (75%) of the daily rate of pay being received by the Covered 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 Covered Employee elects to make application under this Article. The Borough shall reimburse such Covered Employee by February 10<sup>th</sup> of the succeeding year.

## **ARTICLE VIII**

### **DUTY OPERATOR**

#### **Section 1**

One Covered 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 Covered Employee. The duty operator will work a full 3.5-hour shift on Saturday and Sunday and shall earn overtime pay as required by Article II, 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 rotation. (Monday and Tuesday).

**Section 2**

While serving as duty operator, such person shall remain within the vicinity of the Borough at all times when such Covered Employee is the duty operator. Any Public Works Covered Employee who is required to carry the “Operator Cell Phone” as he/she is on call for public works emergencies on weekends and/or paid holidays will be compensated at the rate of \$100.00 per week.

**Section 3**

There will be a reduction in four-hour pay at time and a half for callouts to a rate of four hours at regular pay. It is agreed that if a Covered Employee is called out, his four hours will run from the time of callout up to four (4) hours later. If the Covered Employee is called out again within said four-hour period, he will receive no additional pay or compensation.

**ARTICLE IX**

**WAGES**

**Section 1**

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

**Starting Salary**

2013	\$ 28,615.84
2014	\$ 29,581.24
2015	\$ 30,320.77

**Completion of Probationary Period**

2013	\$ 30,430.75
2014	\$ 31,191.52
2015	\$ 31,971.31

**1 YEAR**

2013	\$ 31,012.96
2014	\$ 32,780.78
2015	\$ 33,592.80

**2 YEAR**

2013	\$ 33,127.66
2014	\$ 34,198.35
2015	\$ 35,295.81

**3 YEAR**

2013	\$ 34,976.40
2014	\$ 36,093.31
2015	\$ 37,238.14

**4 YEAR**

2013	\$ 37,025.44
2014	\$ 38,293.58
2015	\$ 39,890.92

All Covered Employees beyond four (4) years of service will receive two and one-half (2.5%) percent pay increases for 2013, 2014, and 2015. The Borough and Covered Employees acknowledge that longevity has been eliminated from this contract.

**Section 2**

The Borough shall pay to each Covered Employee covered by this Agreement who has worked in excess of ten (10) hours prior to 6:00 p.m., a meal expense of \$15.00 per such day.

**Section 3**

If an Covered Employee, other than the duty operator, is required to report for emergency work at other than the Covered Employee's regularly scheduled work time, that Covered Employee will be guaranteed pay for at least four (4) hours, regardless of whether the Covered Employee works four (4) hours, except if the work that the Covered Employee is called in to perform extends to the Covered Employee's regularly scheduled work time and, in that case, the Covered Employee will be paid for actual time worked. The rate of pay for the foregoing will be the Covered Employee's regular rate of pay, unless the Covered Employee falls within the requirements for overtime pay as contained in Article II, Section 2, above; and in such event, Article IV, Section 2, will control.

**Section 4**

In addition to the provisions of Article IX, Section 1 above, at the discretion of management, the Covered Employee will be paid an additional One Dollar and Fifty Cents (\$1.50) per hour (amounting to \$3,120.00) per year for 2,080 hours worked) for the 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, the additional payment shall continue.

## ARTICLE X

### HEALTH CARE COVERAGE

#### Section 1

The Borough participates with the Southern New Jersey Regional Covered Employee Benefits Fund (referred to as "The Fund"). Through the Fund, the Borough provides health coverage to certain Covered Employees through Aetna U.S. Healthcare HMO (referred to as the "PIMO"). The Covered Employee will contribute to their health and prescription coverage as a payroll deduction in accordance with P.L. 2011, c.78. The Borough retains the exclusive right to change the health care coverage and/or terms of health care coverage provided that medical coverage is equal to or better than the present medical plan.

All DPW Covered Employees hired after January 1, 2008 will be required to pay 10% of the cost of their health and prescription coverage or the P.L. 2011, c.78 percentage, whichever is higher. This will also be handled as a payroll deduction.

#### Section 2

Coverage for new Covered Employees will begin at the first enrollment period after the Covered Employee has completed his probationary period 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 coverage listed in Article X, 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 (1) no longer receives a pension from former work as a laborer or operator for the Borough or (2) becomes eligible for any Federal health care program. It shall be the obligation of the former Covered Employee to



advise the Borough when his/her eligibility under this section ends.

#### **Section 4**

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

#### **Section 5**

In lieu of a vision program, the Borough agrees to provide for the reimbursement for vision care costs for the Covered Employees and/or his or her dependents as follows: **Up to \$350.00 per year, per Covered Employee or family.**

The reimbursement to the Covered Employee will be made within thirty (30) days after he/she submits to the Borough a receipt stating the cost(s) of said treatment, and a description of said treatment, care or device provided to him/her or eligible dependent. Said vision care may be performed by the optician/optometrist/provider of the Covered Employee's own choice.

#### **Section 6**

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

#### **Section 7**

All future Covered Employees and their dependents eligible for this reimbursement plan will be covered after completing the probationary period defined in Article I, Section 1. All non-probationary Covered Employees will receive the Assurant Dental Plan along with a \$5.00-\$10.00 co-pay prescription plan.

### **ARTICLE XI**

#### **WORK CLOTHING**

Each Covered Employee shall be entitled to a clothing and boot allowance each year of the contract in the amount of Six Hundred Dollars (\$600.00) per year. Each Covered Employee shall purchase clothing and boots that have been approved by the DPW Superintendent. The Covered Employee may purchase approved clothing and boots from the vendor of his choosing and be reimbursed for such purchases from the balance of his clothing and boot allowance (with proof of said purchase).

### **ARTICLE XII**

## **LUNCH BREAK**

Each Covered Employee is entitled to a one-half hour period daily for a lunch break.

## **ARTICLE XIII**

### **JURY DUTY**

Covered 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 Covered 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 XIV**

### **PRIOR BENEFITS**

Nothing contained herein shall be deemed to eliminate or restrict benefits provided by the Borough presently enjoyed by an Covered Employee covered by this Agreement.

## **ARTICLE XV**

### **DURATION OF AGREEMENT**

#### **Section 1**

This Agreement shall be effective as of January 1, 2013, and shall remain in full force and effect through December 31, 2015. 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, 2015, that it desires to modify the Agreement. In the event that such notice given, negotiations shall begin no later than ninety (90) days prior to December 31, 2015. 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, 2015. 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 the express written consent of both parties.

**ARTICLE XVI**

**SEVERABILITY**

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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names by their duly authorized representatives this 19<sup>th</sup> day of November, 2012.

**DEPARTMENT OF PUBLIC WORKS**

**BOROUGH OF BROOKLAWN**

*George...*  
*Bruce...*

By: *Theresa M. Branelle*  
**THERESA M. BRANELLA, MAYOR**

*Mike...*  
*[Signature]*

**ATTEST:**

*Ryan Giles*  
**RYAN GILES, BOROUGH CLERK**

*[Signature]*  
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