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Contract
AGREEMENT
BETWEEN

THE BOURGH OF
CHESILHURT
and
AFSCME DISTRICT
COUNCIL 63
LOCAL 3303R

JANUARY 1, 2018
THROUGH
DECEMBER 31, 2021

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOROUGH OF CHESILHURST

AND

**AFSCME NEW JERSEY, AMERICAN
FEDERATION OF STATE COUNTY AND
MUNICIPAL EMPLOYEES
LOCAL 3303R**

January 1, 2018 – December 31, 2021

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PREAMBLE

The Agreement is made between the Borough of Chesilhurst (hereinafter referred to as the "Employer") and AFSCME New Jersey, American Federation of State County and Municipal Employees, AFL-CIO Majority Representative, and its affiliated Local 3303R, (hereinafter referred to as the "Union") covering employees in the designated unit, for the purpose of promoting harmonious employee relations between the employer and employees represented by the Union; the establishment of equitable and peaceful procedures for the amicable resolutions of all disputes and grievances and determination of wages, hours of work and other terms and conditions of employment.

ARTICLE 1 RECOGNITION

A. In accordance with the Certification of Representatives of the New Jersey Public Employee Relations Commission, the Borough of Chesilhurst recognizes the Public Works Blue Collar Workers, Local 3303-R, as the exclusive collective negotiations agent for all Blue Collar non-supervisory employees employed by the Borough of Chesilhurst, Department of Public Works within the meaning of the New Jersey Public Employee Relations Commission Act. The classifications of employees covered by this agreement are listed in Appendix A, attached hereto and by reference made a part of this Agreement. The exclusive collective negotiations agent for the employees covered by this Agreement, as stated above, shall be the Local American Federation of State, County, and Municipal Employees, Council 63 AFL-CIO.

B. Any new title authorized for use by the Employer in the Department of Public Works will be negotiated for inclusion or exclusion from the bargaining unit.

ARTICLE II

DEDUCTION OF UNION DUES AND REPRESENTATION FEES

A. Dues Checkoff. The Employer shall make payroll deductions of Union dues upon written authorization by the employee, in such amounts as certified by the Union. The amount of the dues deducted shall be remitted monthly to the designated Secretary-American Federation of State County and Municipal Employees, as soon as possible following the close of the month, but not later than the end of the following month, together with an itemized list of the employees and the amount deducted. A copy of said list shall also be forwarded to the Local President of the Union. Dues deductions for bargaining unit employees shall not be made on behalf of any other employee organization.

B. Withdrawal of Dues Checkoff. In the event any employee withdraws his or her authorization for dues deduction by written notice to the Employer, the filing of a notice of withdrawal shall be effective to halt deductions as of the next January 1 or July 1 succeeding the date on which notice of withdrawal is filed, pursuant to N.J.S.A. 52:14-15.9e.

C. Deduction of Representation Fees. For any employee represented by the Union who does not pay dues in accordance with Section (B) of this Article, the Employer shall deduct a representation fee as specified by the Union pursuant to N.J.S.A. 34:13A-5.5 et seq., to be remitted to the Union in the same manner as a dues deduction. In the case of new employees, deduction of the representation fee shall not take effect until 30 days after the new employee's date of hire.

D. List of Newly Hired Employees. - The Employer agrees to furnish the Union each month with the names of newly hired employees, their addresses, social security numbers, job classifications, rates of pay, dates of hire and sex; names of terminated employees, together with their dates of termination; and names of employees on leave of absence.

**ARTICLE III
MANAGEMENT RIGHTS**

A. The Employer hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Employer and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may from time to time be determined by the Employer.
2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of work required.
3. The right of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the department after advance notice thereof to the employees to require compliance by the employees.
4. To hire all employees, and subject to the provisions of the law, to determine their rate of pay in accordance with this Agreement, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.
5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.
6. To layoff or furlough employees in the event of a lack of work or funds or under conditions of such work would be inefficient and nonproductive.
7. The Employer reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Employer's facilities, activities, and day-to-day operations.

8. The Employer reserves the right to engage and hire independent contractors at its discretion.

B. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Employer, the adoption of policies, rules, regulations, and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and its authority under federal, state, county, local laws or regulations.

ARTICLE IV

UNION NOTIFICATION AND REPRESENTATION

- A. The Union shall be notified at the Employer's earliest convenience, not to exceed ten (10) working days exclusive of Saturdays, Sundays, and Holidays, of any and all proposed new rules and/or modification of existing rules governing working conditions.
- B. The employer agrees to notify the Union of all newly hired Employees represented by the Union in accordance with this Agreement by sending the applicable Employer personnel action forms within ten (10) days. An authorization card notice will not be supplied to the employee until the end of the probationary period.
- C. The Union shall receive written notification of all proposed demotions, suspensions, terminations and actions by the Employer as it may relate to disciplinary measures.
- D. The employees shall be represented by one (1) steward on each shift.
- E. The Employer shall be notified immediately in writing of the employee selected as the bargaining agent steward and no one other than the steward shall be permitted to act as a Union steward until the Employer is so notified.

ARTICLE V

DISCIPLINE

A. All employees are expected to meet the Employer's work performance standards. Changes in employment may depend upon disciplinary action. An employee may be subject to discipline for any the following reasons:

- Falsification of public records, including time sheet and other personnel records.
- Failure to report absence.
- Harassment of co-workers and/or volunteers and visitors.
- Theft or attempted theft of property belonging to the Employer, fellow employees, volunteers or visitors.
- Failure to report to work day or days prior to or following a vacation, holiday and/or leave, and/or any other unauthorized day of absence.
- Fighting on Employer property at any time.
- Being under the influence of intoxicants (e.g. liquor) or illegal drugs, (i.e., cocaine or marijuana) on Employer property and at any time during work hours.
- Possession, sale, transfer or use of intoxicants or illegal drugs on Employer property and at any time during work hours.
- Insubordination.
- Entering the building without permission during non-scheduled work hours.
- Soliciting on Employer premises during work time. This includes but is not limited to distribution of literature or products or soliciting membership in fraternal, religious social or political organization, and/or sales of Avon, Amway, Girl Scout cookies, etc.
- Careless waste of materials or abuse of tools, equipment, or supplies.
- Deliberate destruction or damage to Employer or supplier's property.
- Sleeping on the job.
- Carrying weapons of any kind on Employer premises and/or during work hours, unless carrying a weapon is a function of your job duties.
- Violation of established safety and fire regulations.
- Unscheduled absence and chronic or excessive absence.
- Chronic tardiness.
- Unauthorized absence from work area, and/or roaming or loitering on the premises, during scheduled work hours.
- Defacing walls, bulletin boards or any other Employer or supplier property.
- Failure to perform duties, inefficiency or substandard performance.
- Gambling on Employer premises.
- Horseplay, disorderly conduct and use of abusive and/or obscene language on Employer premises.
- Deliberate delay or restriction of your work effort, and/or incitement of others to delay or restrict their work effort.
- Failure to report arrest/conviction of a crime.
- Violating any Employer rules or policies.

- Conduct unbecoming a public employee
- Violation of Employer policies, procedures, and regulations.
- Violation of Federal, State, or Employer regulations concerning drug and alcohol use and possession.
- Misuse of public property, including motor vehicles.
- Other sufficient cause.

B. **Disciplinary Charges.** Employees are obligated to comply conscientiously with the terms of this Agreement and all applicable rules, regulations, policies and procedures of the Employer, provided such rules do not conflict with the express provisions of this Agreement and are not otherwise unlawful or improper. Discipline shall generally be applied in the following steps:

1. Written Warning
2. Written Reprimand
3. Minor disciplinary action (suspension of 1-5 days)
4. Major disciplinary action (suspension over 5 days)
5. Termination, after a hearing

At the discretion of the Employer, disciplinary action may begin at any step, and/or certain steps may be repeated or by-passed.

C. **Union Representation at Hearings.** An employee is entitled to have Union-appointed representation at any disciplinary hearing. Employees who are required as witnesses at such hearings, as well as the union representative, shall suffer no loss of regular straight-time pay, provided every effort is made to keep the loss of working time to a minimum.

D. **Weingarten Rights.** An employee who reasonably believes that he or she may be subject to disciplinary action in connection with any questioning by the Employer shall be entitled to have a Union representative present during such questioning. This section shall not apply to interviews which are intended only to provide counseling, information, or instruction.

E. **Time Limit for Requesting Departmental Hearings.** Any employee who receives a notice of disciplinary action for major disciplinary action and/or termination shall be allowed 10 days in which to request a departmental hearing. Failure to request a hearing within 10 days or to receive an extension from the Employer in writing shall be deemed a waiver of the right to a hearing.

F. Employees Charged With Crimes. When an employee is charged with a criminal offense of the third degree or higher, a crime which touches on his/her employment, or a crime which jeopardizes the safety and good order of the Employer's operations, that employee may be suspended without pay pending the outcome of the criminal charges. In such an instance, the employee will be afforded notice of the suspension and provided an opportunity to be heard on the unpaid suspension only.

**ARTICLE VI
GRIEVANCE PROCEDURE**

A. Scope. The term "grievance" as used herein shall mean an appeal or challenge by the union on behalf of an individual employee or group of employees from the misinterpretation, misapplication or violation of this Agreement and and/or an inequitable, improper or unjust application of rules, regulations or policies of the Employee.

B. Purpose. The Purpose of this procedure is to secure, at the lowest possible level, equitable solutions to disputes or issues that arise affecting terms and conditions of employment.

C. General Provisions. Formal grievances shall be subject to the following provisions:

(1) A grievance may be filed by an employee, a group of employees, or by the Union.

(2) Grievances shall be presented through the Union, and an aggrieved employee shall be represented at all stages of the grievance procedure by a steward or other designated Union representative. Notwithstanding this provision, if the Union declines to present a grievance on behalf of an employee, the employee may present the grievance himself at the lowest applicable level of the grievance procedure. The Union's decision to terminate a grievance at any step of the procedure shall be final.

(3) A grievance must be filed within 10 calendar days after the occurrence giving rise to the grievance or within 10 calendar days after the grievant learned of the occurrence. The filing deadline for a grievance may be extended to 20 calendar days by mutual consent of the Union and the Employer.

(4) Union representatives shall be afforded reasonable opportunity to investigate and process grievances during working hours without loss of pay, provided that permission is obtained in advance from the appropriate supervisor if the Union representative is required to be absent from the job or to be otherwise relieved of his or her regular responsibilities for a temporary period.

(5) Grievances shall be in writing, signed by the grievant or Union representative, and shall describe the matter in dispute. Responses shall also be in writing.

(6) There shall be no loss of pay for employee representatives, grievants, or witnesses to participate in any grievance hearing or conference.

D. Steps. The grievance procedure shall consist of the following steps, any of which may be waived in appropriate circumstances by agreement of the parties:

Step 1. The grievance shall first be taken to the supervisor or designee, who shall make an effort to resolve the problem within seven (7) working days. At this level, a complaint or grievance shall be in writing. The time limit in this step may be extended by mutual consent. The supervisor or manager shall meet with the grievant(s) and the Union representative to discuss the problem and will respond within seven (7) calendar days.

Step 2. If not resolved at Step 1, the grievant shall, within ten (10) working days, submit the grievance in writing to the Council President or her designee who shall render a decision within ten (10) working days. If requested, a conference will be provided during normal working hours of the Employer prior to the issuance of the Council President's determination.

Step 3. If the aggrieved party is not satisfied with the decision of the Council President, the grievant may appeal in writing, within ten (10) working days of the decision of the Executive Director to the Personnel Committee, or its designee. The Personnel Committee shall enter a decision within twenty (20) calendar days of receipt of the record. If a hearing is requested, it shall be held within twenty (20) calendar days of the request. The time limits in this step may be extended by mutual agreement.

Step 4. If the grievance remains unresolved, the Union may submit a demand for arbitration within 30 calendar days after receipt of the last decision. The following rules shall apply:

- a. Arbitration shall be limited to grievances based upon the interpretation, application, or violation of an express provision of this Agreement.
- b. The arbitrator shall be selected pursuant to the procedures of the Public Employment Relations Commission.
- c. The arbitrator shall hear the case and grant an award which shall be final and binding on the parties. The arbitrator shall not alter, add to, or subtract from the terms of this Agreement.
- d. The costs of arbitration shall be shared equally by the parties.

E. Authority of Arbitrator.

1. The award of the Arbitrator shall be final, conclusive and binding.
2. The arbitrator shall not have the authority to add to, modify detract from, or alter the provisions of the Agreement or any amendment or supplement thereto.

- F. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

G. In the event the aggrieved elects to pursue remedies available through or EEOC or Civil Rights Complaint Procedures, a grievance alleging the same violation of terms barring discrimination shall be canceled and the matter withdrawn from this procedure.

H. It is agreed between the parties that no arbitration hearing shall be held within thirty (30) calendar days after the decision rendered by the Chief Executive Officer on the grievance.

ARTICLE VII

LABOR MANAGEMENT COMMITTEE

The Union and the Employer agree that the best possible service to the residents of the Borough of Chesilhurst is the ultimate goal of the parties. The parties recognize that this can best be accomplished by working together in a full partnership between Labor and Management and must be done by working within the financial limitations of the Employer. As a result, the Union and the Employer will select up to two (2) members each to a Labor Management Committee to meet as necessary to discuss operations, service to the community, and quality of work life with the goal of improving operations and conditions.

ARTICLE VIII

EQUAL EMPLOYMENT AND TREATMENT

- A. The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, disability, sexual orientation, family status, political affiliation or any other status protected by law.
- B. The Employer and the Union agree that all members covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any member because of member's membership or non-membership or activity or non-activity in the Union.
- C. The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.
- D. This Agreement shall be equitably applied to all employees covered by the Agreement.

ARTICLE IX

PAID HOLIDAYS

The following are recognized as paid holidays by the Employer:

New Years Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Veterans Day
Christmas Day

Floating holidays.

In the event a holiday falls on a Sunday, the following Monday shall be deemed to be the legal holiday. In the event the holiday falls on a Friday or Saturday, the Employer shall have the discretion to deem a certain day as a paid holiday which would entitle Union employees to a compensated day off to be used in accordance with the Borough's Vacation Leave Policy.

ARTICLE X

VACATION

A. Employees shall be entitled to vacation as follows:

1. Between one (1) year and five (5) years of service, four (4) working days' vacation.
2. After five (5) years of service, eight (8) working days' vacation.

B. Seasonal and part-time employees shall receive vacation leave on a prorated basis, in accordance with the above schedule. Said employee shall have the right to take any vacation days that they would be entitled to any time during the year.

C. In order to exercise seniority, vacation requests shall be submitted by the employee to his or her Department Head by April 1st so that the Department Head can prepare the vacation schedule for the calendar year. Failure to submit such a request by April 1st will result in a loss of seniority preference for the employee. The scheduling of all vacation is subject to approval of the employee's Department Head.

D. Employees must receive their supervisor's approval at least two weeks in advance of the first vacation day. Employees who do not use all of their vacation allowance may add their unused days to their allowance for the following year. However, if these days are not used in the second year, they will be forfeited.

E. Vacation time cannot be used for sick time without the express written consent of the Employer.

ARTICLE XI

PERSONAL DAYS

Employees shall be entitled to two (2) Personal Days per year. Any unused Personal Days shall not carry over into the following year and will be forfeited.

**ARTICLE XII
BEREAVEMENT LEAVE**

Employees will be permitted to take a period of paid leave, not to exceed four (4) days following the death of a member of the immediate family. "Immediate family" includes spouse or significant other, civil union partner, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are paid for all working days during the Bereavement Leave.

Paid bereavement leave for the death of another relative shall not exceed one (1) working day. A paid absence for bereavement must be approved by the employee's Supervisor or Department Director and submitted with the employee's weekly time sheet.

**ARTICLE XIII
MILITARY LEAVE**

Employees who perform and return from military services in the United States Armed Forces, the Military reserves or the National Guard shall have and retain rights of reinstatement, seniority, vacations, layoffs, compensation and length of service pay increases as may be provided by the laws of the United States and the State s and the State of New Jersey.

**ARTICLE XIV
JURY DUTY LEAVE**

Employees shall be granted a leave of absence with pay when they are required to report for jury duty. Employees who are selected for jury duty will receive their regular salary while serving in this capacity.

**ARTICLE XV
STATE AND FEDERAL FAMILY MEDICAL LEAVE**

- A. All applicable requirements of the Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA), along with applicable requirements of the Employer's personnel policies related to exhausting accrued leave concurrently with approved leave, will be followed with respect to FMLA, NJFLA, and other covered leaves.
- B. Employees who apply for New Jersey Family Leave Insurance shall be required to use up to 2 weeks of available accrued leave, in non-emergency situations, prior to receiving New Jersey Family Leave Insurance benefits.

ARTICLE XVI
SICK LEAVE WITH PAY

- A. Employees are entitled to four (4) working days of sick leave per calendar year.
- B. Sick leave is hereby defined to mean absence of any employee from duty because of personal illness which prevents his/her doing the usual duties of his/her position, exposure to contagious disease, or a short period of emergency attendance upon a member of his/her immediate family who is ill and require the presence of the employee.
- C. The term "immediate family" is hereby defined to include the following: mother, father, foster parents, domestic partner, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, spouse, children or foster children to the employee significant permanent human member of the household with an intimate personal relationship with the employee and grandmother and grandfather.
- D. Any employee who is absent for reasons that entitle him/her to sick leave shall notify his /her supervisor promptly, but not later than one (1) hour before the employee's usual reporting time except in cases of emergency where the employee is not able to do so. Failure to give such notice may be cause of denial of the use of sick leave for that absence, and may constitute cause for disciplinary action.
- E. After the tenth day of absence on sick leave in one calendar year, a doctor's verification must be submitted for all sick leave absences, regardless of duration. Prior to the return to work, the Borough may require an employee to be examined by a physician designated by the Borough to verify fitness to return to normal duties. An employee will not be permitted to return to work until the verification is received.
- F. At the end of each calendar year, an employee may carry over up to four (4) days of unused sick time into the following calendar year. Employees cannot accumulate more than eight (8) sick days at any time. Any unused sick days that exceed the eight (8) day limit cannot be carried over into the following year shall be forfeited by the employer.

ARTICLE XVII
BILL OF RIGHTS

To insure that the individual rights of employees in the bargaining Union are not violated, the following shall represent the employee's Bill of Rights:

1. An employee shall be entitled to a disciplinary hearing for any discipline involving a suspension from employment and/or termination from employment;
2. An employee shall be entitled to Union representation at each stage of a disciplinary hearing;
3. Employees will be disciplined for just cause only;
4. An employee shall be entitled to Union Representation at each and every step of the grievance procedure set forth in this Agreement;
5. In all disciplinary hearings, the employee and/or the employee's Union representative shall have the right to introduce evidence and witnesses on the employees behalf, and the right of cross examination of all witnesses against the employee;
6. An employee shall not be coerced or intimidate or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of this exercise of his rights under this Agreement.

ARTICLE XVIII
UNION BUSINESS

- A. Whenever a Union Employee or a Representative of the Union is mutually scheduled to participate, during work hours, in negotiations, grievance proceedings, conferences or meetings he/she shall suffer no loss in regular pay or be charge for any sick leave or vacation leave.
- B. The President or his/her designee shall have time off with pay to attend Council 71 Executive Board Meetings or Special Meetings; in addition shall receive up to five (5) days to attend conventions, in all cases with not less than one (1) week's notice to the Department Head.
- C. The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees (AFSCME) both Local and District, or International, shall have the right to visit the premises during working hours on notice to Employer, so long as such visit shall not unreasonably interfere with employees duties.
- D. Subject to the legitimate needs of the Employer, the Employer agrees to provide meeting space at its various locations during non-work times upon request of the Union. Whenever possible the Union will provide Management five (5) days' notice.

ARTICLE XIX
JOB POSTING AND PROMOTIONS

- A. The Employer will post timely notices of any vacancies so interested employees may apply. The notices shall be posted for five (5) working days at the Borough Municipal Building.
- B. Seniority shall only be given preference in the filling of vacancies when skill, ability, work, and disciplinary record have been determined solely by the Employer to be substantially similar and provided that the Employer shall not be required to select a less qualified candidate.

ARTICLE XX
HOURS OF WORK

- A. Workweek. The normal workweek for full-time employees shall be twenty-eight (28) hours per week.
- B. Any employee scheduled to work a full shift shall receive one (1) paid 15-minute break per day. Any employee scheduled to work a partial day shall receive pro-rata break time.
- C. Changes in Work Schedule: In the event that a work schedule is to be changed, in the absence of an emergency, at least two (2) weeks' notice prior to the effective date thereof will be given. The Employer will initially seek volunteers from within the Union to work the changed schedule. However, in the event that there are an insufficient number of volunteers, then the least senior qualified employee will be assigned.

ARTICLE XXI
OVERTIME

- A. Under the Federal Fair Labor Standards Act, certain employees in managerial, supervisory, administrative, computer or professional positions are exempt from the provisions of the Act. There are also employees who may be exempt based on their annual compensation and/or their job duties. Exempt employees are not eligible to receive overtime compensation and are required to work the normal workweek and any additional hours needed to fulfill their responsibilities. Time off consideration for large amounts of additional hours may be provided with the Department Head's prior approval and at the sole discretion of the Council President or his/her designee.
- B. All other employees are classified as Non-Exempt and are subject to the provisions of the Fair Labor Standards Act. Depending on work needs, Non-Exempt employees may be required to work overtime. Non-Exempt employees are not permitted to work overtime unless the overtime is budgeted and approved by the Council President or his/her designee. Non-Exempt employees working overtime without prior approval will be subject to disciplinary action.
- C. In accordance with the Act, Non-Exempt employees will receive overtime compensation for hours worked in excess of forty (40) hours in a weekly period.
- D. Non-Exempt employees will receive one and one-half hours of overtime compensation for each hour worked in excess of forty (40) hours in a weekly period. For purposes of overtime compensation, hours worked are computed to the nearest one-half hour per day. Previously scheduled vacation time and holiday time are considered time worked for purposes of determining overtime compensation, but sick time and personal time are not.
- E. Employees must make a request to their supervisor at least two (2) days in advance when they want to take compensation time off. The supervisor will approve the request if the absence does not cause undue hardship to the department.

ARTICLE XXII
PERSONNEL INFORMATION

A. Personnel Files. Upon reasonable prior request, the official personnel files of any employee shall be open to inspection by the employee on the premises under supervision. Copies of any documents in the employee's file shall be provided upon request.

B. Disciplinary Notices. An employee will be given a copy of any disciplinary notice which is placed in the employee's official personnel file. A copy will also be furnished to the Union.

C. Furnishing of Personnel Information to the Union. The Employer will furnish to the Union a listing of all new hires, terminations, and title changes within the bargaining unit as they occur. Upon reasonable prior request, the Employer will also furnish to the Union an updated list of employees represented by the Union, together with titles, salaries, home addresses, or other pertinent information.

ARTICLE XXIII

SENIORITY, LAYOFF AND RECALL

A. Seniority:

A newly appointed employee shall be considered probationary and without seniority. Permanent employees shall, on the day worked immediately following the successful completion of the probationary period is considered to have seniority as of date of employment.

Seniority is defined as the length of time a regular employee has been continually employed in pay status or on short-term disability or worker's compensation. A return from layoff status or termination within a year shall not be considered to be a break in service.

An employee shall be considered to have job classification seniority upon successful completion of the probationary period for that job as of the date of employment or permanent promotion to that job. Job classification seniority shall accumulate until there is a break in service.

For purpose of layoff, recall and transfer of employees, seniority shall prevail, except that any such employee who is qualified to perform the duties of another person with minimal training (i.e., as would normally be given a new employee) shall have bumping rights over less senior employees in such positions. Management has the right to select the most qualified senior person.

B. Layoff:

1. Notice. In the event any layoff is anticipated, the Employer will notify the Union of its intent and the positions to be affected prior to issuance of a notice to the employees. Employees who are to be laid off will be given 30 days written notice.

2 Layoff Procedure. Employees in the affected job positions shall be laid off in reverse order of seniority, except that any such employee who is qualified to perform the duties of another position with minimal training (i.e., as would normally be given a new employee) shall have bumping rights over less senior employees in such positions.

3. Recall. Whenever a position is established or re-established, qualified employees who have been laid off within the previous 24 months shall be notified in writing and shall be given preference for re-hire according to seniority.

ARTICLE XIV

CAREER DEVELOPMENT TRAINING AND EDUCATION

- A. The Employer shall provide reimbursement for training opportunities and reimburse educational-related expenses to employees.
- B. Employees who have at least one year of employment may submit a request for reimbursement for any course or training related to the business of the Employer.
- C. Reimbursement of costs will be made only after the course has been successfully completed and evidence for completion is provided.
- D. The Employer shall determine which courses the employees may attend for reimbursement purposes

ARTICLE XVI
TEMPORARY DISABILITY BENEFITS

- A. Commencing July 1, 2009, Family Temporary Disability ("FTD") payments for up to six (6) weeks in a twelve (12) month period will become available for eligible employees who are caring for a seriously ill immediate family member who is incapable of self-care or care of a newborn or adopted child. To be eligible, the employee must have worked at least 20 weeks at minimum wage within the last 52 weeks or earned 1000 times the minimum wage. The weekly benefit is 2/3 of weekly compensation up to a maximum of \$524 per week (this amount is subject to change). FTD will run concurrently with FMLA and/or FLA leaves and there is a one week waiting period. Employees may also be required to use accrued sick, vacation or personal leave for up to two weeks.
- B. Employees taking paid family leave in connection with a family member's serious health condition may take leave intermittently or consecutively. Intermittent leave is not available for the care of a newborn or adopted child. Intermittent leave may be taken in increments necessary to address the circumstances that precipitated the need for leave. An employee seeking intermittent paid family leave is required to provide the (local unit type) with 15 days notice unless an emergency or other unforeseen circumstance precludes prior notice. The employee seeking intermittent leave shall make a reasonable attempt to schedule leave in a non-disruptive manner. Employees requesting such leave shall provide the Borough with a regular schedule of days for intermittent leave.

**ARTICLE XVIII
STRIKES AND LOCKOUTS**

A. No Strike. The Union will not call and will not sanction any strike during the term of this Agreement.

B. No Lockout. The Employer will not cause any lockout of Union employees.

**ARTICLE XXIX
CONSTRUCTION AND MODIFICATION OF AGREEMENT**

A. Severability and Savings. In the event that any Federal law or law of the State of New Jersey or any regulation or ruling having the force and effect of law shall be in conflict with any provisions of this Agreement, such provisions of the Agreement shall be null and void, but the remainder of this Agreement shall continue in full force and effect.

B. Integration of Agreement. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any subject matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time the parties negotiated or executed this Agreement.

C. Modification to Be in Writing. The parties shall not modify this Agreement in whole or in part, except by an instrument in writing duly executed by both parties.

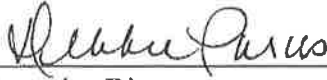
**ARTICLE XXX
TERM OF AGREEMENT**

This Agreement shall take effect on January 1, 2018, and shall continue through December 31, 2021. Negotiations for a successor agreement shall commence on or about October 1, 2021.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal at the County of Camden, New Jersey on this day of _____, 2018.

AFSCME

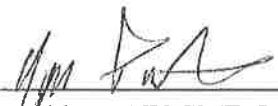
**BOROUGH OF
CHESILHURST**



Executive Director
ASSOCIATE



Council President



President, AFSCME, Local



Acting Clerk

APPENDIX B: SALARY SCHEDULE

Title	2017	2018 (3% Increase)	2019 (2% Increase)	2020 (2% Increase)	2021 (2% Increase)
Seasonal (Any Title)	\$8.93	\$9.20	\$9.38	\$9.57	\$9.76
Probationary	\$9.21	\$9.50	\$9.67	\$9.89	\$10.06
Laborer	\$13.95	\$14.37	\$14.65	\$14.95	\$15.25
CDL Driver No. 2	\$15.15	\$15.60	\$15.91	\$16.23	\$16.55
CDL Driver No.1	\$16.65	\$17.15	\$17.49	\$17.84	\$18.19
Foreman	\$16.72	\$17.22	\$17.56	\$17.91	\$18.27