

COPY

AGREEMENT
BETWEEN
BOROUGH OF BROOKLAWN
CAMDEN COUNTY
NEW JERSEY
AND
DEPARTMENT OF PUBLIC WORKS
JANUARY 1, 2008 TO DECEMBER 31, 2012

AGREEMENT

This agreement is entered into by and between the BOROUGH OF BROOKLAWN, Camden County, State of New Jersey (hereinafter referred to as the "Borough", and the DEPARTMENT OF PUBLIC WORKS, hereinafter referred to as the "DPW"), 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 three (3) months. If, at the expiration of such period, the performance of the probationer has not been satisfactory to the Borough, the probationer shall be notified in writing that he or she will not receive permanent appointment, otherwise his or her retention in the service shall be a permanent appointment.

Section 2

All employees of the Brooklawn Department of Public Works are required to have a valid New jersey driver's license **and** a CDL license. *New* employees are required to have a CDL license within six (6) months from their date of hire.

ARTICLE II

WORK WEEK AND OVERTIME

Section 1

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

Section 2

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

ARTICLE III

PAID HOLIDAYS

Section 1

The following days shall be paid holidays:

- (a) New Years'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 employee.

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

Section 2

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

Section 3

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

Section 4

When a paid holiday listed in Article V, Section 1 falls on a Sunday, the paid holiday shall be deemed to fall on the following Monday, and when such holidays 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 employees in accordance with N.J.S.A. 11:24A-1. Every permanent 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 Relations, as follows:

- (a) Up to one (1) year of service, one (1) working days' vacation for each month of service.
- (b) After one (1) year of service and up to ten (10) years of service, twelve (12) working days vacation.
- (c) After ten (10) years of service and up to fifteen (15) years of service, fifteen (15) working days vacation.
- (d) After fifteen (15) years of service and up to twenty (20) years of service, seventeen and one half (17 ½) 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 employee falls on a paid holiday, the employee may elect to be paid at the 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 an employee is required to work on a day that has been scheduled for the employee's vacation, the employee will be paid at the regular rate for the vacation day and will be paid at the rate of time and one-half for time worked on that day. The employee shall not have the option to sue 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 death in the employee's immediate family, four (4) days bereavement leave with pay will be given to the employees. Immediate family shall be defined as employee's spouse, child, brother, sister, mother, father, mother-in-law, father-in-law, grandparents, stepfather, stepmother, and stepchildren. The Borough shall have the right to condition such leave upon the presentation by the employee of appropriate proof such as obituary or 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 employee shall within two (2) working days of the occurrence of the events give rise to the grievance, on forms mutually agreed upon, signed by the aggrieved employee and submitted to the Chairman of the Councilmanic Committee having jurisdiction. A written answer 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 Councilmanic Committee having jurisdiction fails to answer within five (5) days, the matter shall then be presented in writing within two (2) days after the conclusion of Step 2, to the Mayor and Council of the Borough. Mayor and Council, upon receipt of the matter in writing shall meet within ten (10) working days with the employee to discuss the grievance. Both parties recognize the desirability of having the grievance 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 Association, and both parties shall be governed by the rules of that Association. The Arbitrator, however, shall not have authority to render a decision which would, in any manner, conflict with, or 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 hearings and proceed in accordance with the rules of the American Arbitration Association. The expenses of the Arbitrator shall be equally shared by the parties.

Section 2

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

ARTICLE VIII

DUTY OPERATOR

Section 1

One employee shall be assigned the responsibility of "duty operator" for the seven-day period beginning each Wednesday. The responsibility of serving as duty operator shall be assigned on a rotating basis to each employee. The duty operator will work a full 4-hour

shift on Saturday and Sunday and shall earn overtime pay as required by Article IV, Section 2 of this Agreement. The Superintendent of the Department of Public Works shall have the discretion to determine whether the duty operator will be required to work on the sixth and seventh days of rotation. (Monday and Tuesday).

Section 2

While serving as duty operator, such person shall remain within the receiving distance for the electronic "beeper" that is to be retained with the duty operator at all times when such employee is the duty operator. Any Public Works employee who is required to carry a beeper as he/she is on call for public works emergencies on weekends and/or paid holidays will be compensated at the rate of \$65.00 per week.

Section 3

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 an employee is called out, his four hours will run from time of callout up to four hours later. If the 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 employees covered by this Agreement shall be set forth below:

Starting Salary

2008	\$23,655.86
2009	\$24,602.09
2010	\$25,586.17
2011	\$26,609.61
2012	\$27,673.99

Completion of Probationary Period

2008	\$27,608.59
2009	\$28,712.93
2010	\$29,861.44
2011	\$31,055.89
2012	\$32,298.12

1 YEAR

2008	\$29,531.70
2009	\$30,712.96
2010	\$31,941.47
2011	\$33,219.12
2012	\$34,547.88

2 YEAR

2008	\$32,026.99
2009	\$33,308.06
2010	\$34,640.38
2011	\$36,025.99
2012	\$37,467.02

3 YEAR

2008	\$34,676.40
2009	\$36,063.45
2010	\$37,505.98
2011	\$39,006.21
2012	\$40,566.45

4 YEAR

2008	\$37,325.18
2009	\$38,818.18
2010	\$40,370.90
2011	\$41,985.73
2012	\$43,665.15

All employees beyond four (4) years of service will receive four (4%) percent pay increases for 2008, 2009, 2010, 2011 and 2012.

Section 2

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

Section 3

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

Section 4

In addition to the provisions of Section One, Article XIII above, at discretion of management, the employee will be an additional one dollar, fifty cents (\$1.50) per hour (amounting to \$3,120 per year for 2080 hours worked) for calendar year for being Foreman. At the end of that period, the Superintendent of Public Works and the Borough Council shall review this additional payment to determine whether, and under what conditions or modifications, if any, the additional payment shall continue.

Section 5

Longevity for Public Works Department Employees

1 – 5 years of service	\$ 75.00
6 years of service	\$ 175.00
7 years of service	\$ 275.00
8 years of service	\$ 375.00
9 years of service	\$ 475.00
10 years of service	\$ 575.00
11 years of service	\$ 675.00
12 years of service	\$ 775.00
13 years of service	\$ 875.00
14 years of service	\$ 975.00
15 years of service	\$1075.00
16 years of service	\$1175.00
17 years of service	\$1275.00
18 years of service	\$1375.00
19 years of service	\$1475.00
20 years of service	\$1575.00
21 years of service	\$1675.00
22 years of service	\$1775.00
23 years of service	\$1875.00
24 years of service	\$1975.00
25 years of service	\$2075.00
26 years of service	\$2175.00
27 years of service	\$2275.00
28 years of service	\$2375.00

29 years of service \$2475.00
30 years of service \$3075.00
(Maximum of \$3,075.00 payout)

Will be paid out each December of that year eligible.

ARTICLE X HEALTH CARE COVERAGE

Section 1

The Borough participates with the Southern New Jersey Regional Employee Benefit Fund (referred to as "The Fund"). Through the Fund, the Borough provides health coverage to certain employees through Aetna U.S. Healthcare HMO (referred to as the "PIMO"). The Borough will pay one hundred (100%) percent of the cost of coverage, subject to eligibility requirements by the Borough. 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 employees hired after January 1, 2008, will be required to pay 10% of the cost of their Health and Prescription Coverage. This will be handled as a Payroll Deduction.

Section 2

Coverage for new employees will begin at the first enrollment period after the 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 result of employment with the Borough, may elect to retain the Medical coverage listed in Article XIV, Section 1, on the following conditions: (a) acceptability to Medical Insurance Carrier; (b) the pensioner must timely pay to the Borough all costs of such coverage; and (c) such person shall not be allowed to elect to continue such Medical coverage if the person (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 employee to advise the Borough of his/her eligibility under this section ends.

Section 4

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

Section 5

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

Section 6

All future employees and their dependents eligible for this Reimbursement Plan will be covered after completing the Probationary Period defined in Section 1, Article III. All non-probationary employees will receive the Assurant Dental Plan along with a \$5.00 - \$10.00 co-pay prescription plan.

ARTICLE XIII

WORK CLOTHING

Each employee shall be entitled to a Clothing & Boot Allowance each year of the contract in the amount of \$600 per year. Each employee shall purchase clothing & boots that have been approved by the DPW Superintendent. The 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 & boot allowance (with proof of said purchase).

ARTICLE XIV

LUNCH BREAK

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

ARTICLE XV

JURY DUTY

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

ARTICLE XVI

PRIOR BENEFITS

Section 1

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

ARTICLE XVII

DURATION OF AGREEMENT

Section 1

This Agreement shall be effective as of January 1, 2008 and shall remain in full force and effect through December 31, 2012. 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, 2012, that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to December 31, 2012. 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, 2012. This agreement shall be terminated on the date so given.

Section 3

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

ARTICLE XVIII

SEVERABILITY

Section 1

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

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in their names by their duly authorized representatives this 17th day of MARCH, 2008.

DPW EMPLOYEES

GOVERNING BODY
BOROUGH OF BROOKLAWN

Bruce Crawford
DAVID Barcklow
Gene Cifuni
Michael Ostrom
Michael Haggerty
CAROL Helvestad
Josiah Domico

[Handwritten signatures of DPW employees]

[Handwritten signature] Mayor
[Handwritten signature] Rme/cfo

