

RESOLUTION NO. 71-11

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE BOROUGH OF BUENA AND TEAMSTERS LOCAL UNION NO. 676 (AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL/CIO) COVERING THE ROAD DEPARTMENT EMPLOYEES FOR THE PERIOD JANUARY 1, 2009 THROUGH DECEMBER 31, 2013

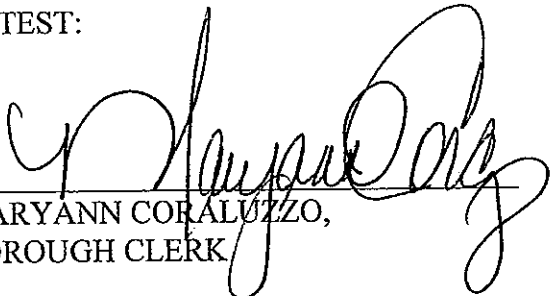
WHEREAS, a Collective Bargaining Agreement has been reached by the Borough of Buena and Teamsters Local 676 covering the Road Department employees for the period January 1, 2009 through December 31, 2013; and

WHEREAS, The Collective Bargaining Agreement has been approved by the employees of the Road Department and by Borough Council;

NOW THEREFORE BE IT RESOLVED by the Council of the Borough of Buena that the Mayor and the Borough Clerk, be and they are hereby authorized and directed to execute a Contract between the Borough of Buena and Teamsters Local 676 (Affiliated with the International Brotherhood of Teamsters, AFL/CIO) for Road Department employees in the form attached hereto and by this reference made a part of this Resolution as Exhibit A.

ADOPTED: June 27, 2011

ATTEST:



MARYANN CORALUZZO,
BOROUGH CLERK

BOROUGH OF BUENA

BY: 

JOSEPH SANTAGATA
PRESIDENT OF COUNCIL

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ARTICLE TWENTY-SIX

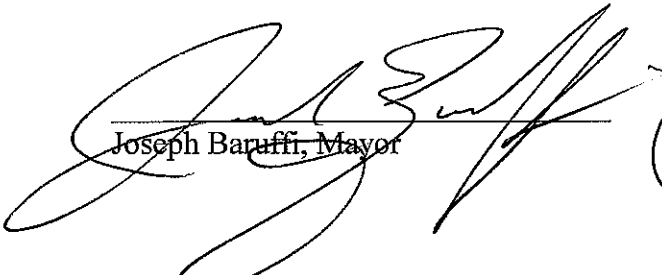
TERM AND RENEWAL

Except as otherwise provided for herein, this Agreement shall be retroactive to January 1, 2009, and shall remain in full force and effect to and including December 31, 2013, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

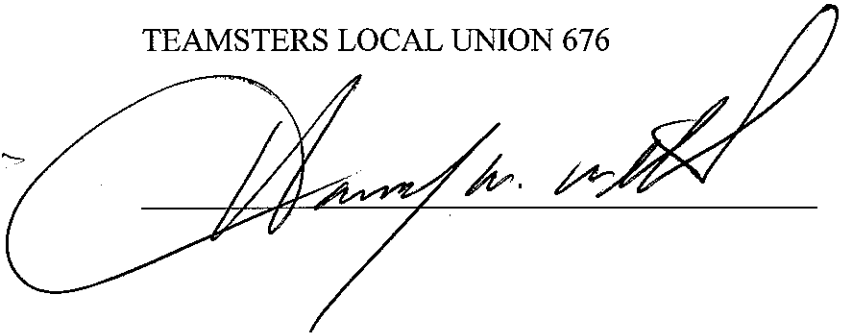
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 27 day of June, 2011

BOROUGH OF BUENA

TEAMSTERS LOCAL UNION 676



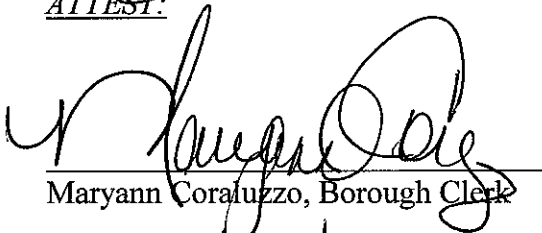
Joseph Baruffi, Mayor



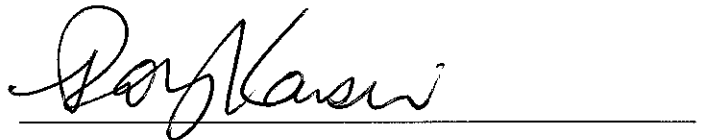
[Signature]

ATTEST:

ATTEST:



Maryann Coraluzzo, Borough Clerk



[Signature]

6/27/11

AGREEMENT

Between

**THE BOROUGH OF BUENA
ATLANTIC COUNTY, NJ**

and

TEAMSTERS LOCAL UNION NO. 676

**Affiliated with the
International Brotherhood of Teamsters, AFL/CIO**

FOR THE PERIOD JANUARY 1, 2009 UP TO AND INCLUDING DECEMBER 31, 2013

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PREAMBLE

This Agreement effective January 1, 2009, by and between the BOROUGH OF BUENA, (hereinafter called the "BOROUGH") and TEAMSTERS LOCAL UNION NO. 676, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "UNION") has as its purpose the promotion of harmonious relations between the BOROUGH and the UNION; the establishment of an equitable procedure for the resolution of grievances; and the establishment of rates of pay, hours of work, and other conditions of employment; and represents the complete and final understanding on all bargainable issues between the BOROUGH and the UNION. This agreement is entered into pursuant to the provisions of *Chapter 303, Laws of 1968 (N.J.S.A. 34:13A-5.1 et seq.* and as amended) of the State of New Jersey.

ARTICLE ONE

RECOGNITION

It is the intention of the parties that this Agreement be construed in harmony with the Rules and Regulations of the Civil Service Commission, *Chapter 303 of the Laws of 1968*, as amended, the Statutes of the State of New Jersey, the Ordinances of the Borough of Buena, and the Rules and Regulations of the Road Department, but, no Ordinance of the BOROUGH or rules and regulations of the Department shall amend or alter any agreed upon term of this contract. The BOROUGH recognizes the UNION as the sole and exclusive representative of those certain employees in the Road Department of the Borough of Buena for the purpose of collective negotiations concerning salaries, wages and other terms and conditions of employment. For the purposes of this Agreement, an employee or the employees are those employees in the following titles pursuant to the certification *Docket No. RO-81-199 by the State of New Jersey, Public Employer-Employee Relations Act of 1968*, as amended, as follows:

All blue collar employees including a working foreman, operators and laborers employed by the Borough of Buena Road Department but excluding part-time employees, seasonal employees, all managerial executives, confidential employees and supervisors within the meaning of the Act.

ARTICLE TWO

MANAGEMENT RIGHTS

It is recognized that the management of the BOROUGH, the control of its properties and the maintenance of order and efficiency, is a right and responsibility of the BOROUGH OF BUENA.

Accordingly, the BOROUGH hereby retains and reserves unto itself, without limitation, 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 municipal government and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;
2. the determination of the standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees;
3. the reprimand, suspension, demotion or discharge of employees or other disciplinary action for good and just cause according to law;
4. the transfer, assignment, reassignment, layoff and/or recall of employees to work;
5. the determination of the number of employees and of the duties to be performed and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;

6. the maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service;
7. the determination of staffing patterns and areas worked, the control and regulation of the use of facilities, supplies, equipment, materials and other property to the employer;
8. the determination of the amount of overtime to be worked;
9. the determination of the methods, means and personnel by which its operations are to be conducted;
10. the determination of the content of work assignments;
11. the exercise of complete control and discretion over its organization and the technology of the performance of its work; and
12. the making, maintenance and amendments of such operating rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective and efficient operation of the work of the BOROUGH.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the BOROUGH, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection herewith shall be limited only by 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 New Jersey and of the United States.

Nothing contained herein shall be construed to deny or restrict the BOROUGH of its powers, rights, authority, duties and responsibilities under *R.S. 40, R.S. 40A, or R.S. 11* or any other national, state, county or local law or ordinance.

ARTICLE THREE

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the department supervisory staff and having the grievance adjusted without the intervention of the UNION.

B. Definition

The term "Grievance" as used herein means any appeal by an individual employee or group of employees from the interpretation or application of the terms and conditions of this Agreement and may be raised by any individual, the UNION or the BOROUGH.

C. Steps of Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

Step One

- a. An aggrieved employee shall institute action under the provisions hereof by submitting his grievance in writing within five (5) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the

matter informally. Failure to file his grievance in writing within said five (5) days shall be deemed to constitute an abandonment of the grievance and shall bar the employee from any right to proceed further with the grievance.

- b. The Supervisor shall render a decision within five (5) working days after receipt of the grievance.

Step Two

- a. In the event a satisfactory settlement has not been reached, the employee shall, in writing and signed, file his grievance with the department head within five (5) working days following the determination by the Supervisor.
- b. The department head, or his representative, shall render a decision in writing within five (5) working days from the receipt of the written grievance.

Step Three

- a. In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the department head, the matter may be submitted to the Road Committee.
- b. The Road Committee shall review the matter and make a unanimous determination within thirty (30) working days from the receipt of the written grievance.

Step Four

- a. In the event the grievance has not been resolved through Step Three, then within five (5) days following the determination of the Road Committee, the matter may be submitted by the BOROUGH or the UNION only to the Public Employment

Relations Commission for Arbitration. An Arbitrator shall be selected pursuant to the rules of the P.E.R.C.

- b. However, no Arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Road Committee. In the event the aggrieved elects to pursue Civil Service procedures, the Arbitration hearing shall be cancelled and the matter withdrawn from Arbitration.
- c. The Arbitrator shall be bound by the provisions of this Agreement, and restricted to those facts which were presented to him as being involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any Amendment or Supplement thereto. The decision of the Arbitrator shall be final and binding upon the parties.
- d. The cost of the services of the Arbitrator shall be borne equally between the BOROUGH and the UNION. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
- e. The Arbitrator shall set forth the findings of fact and reasons for making the Award within thirty (30) days after conclusion of the Arbitration hearing, unless otherwise agreed to by the parties.

D. UNION Representation in Grievance Procedure

- 1. At the request of the aggrieved employee, the Shop Steward may participate in the grievance procedure at Step One.
- 2. The Business Agent of the UNION and the Shop Steward of the UNION shall participate in the grievance procedure at Step Three.

ARTICLE FOUR

SENIORITY

A. For purposes of promotions, demotions or layoffs, and for the purpose of accruing benefits payable hereunder, including but not limited to vacations, sick leave, and longevity, Seniority shall be defined as continuous full-time employment with the BOROUGH from date of hire.

B. The BOROUGH shall utilize experience, ability, aptitude, qualification, attendance and physical condition as the criteria for promotion of employees to job classifications having a higher rate of pay. When all of the aforementioned items are substantially equal, Seniority shall be the deciding factor.

The selection of the employee to be promoted shall be made by the BOROUGH and shall not be subject to review.

C. The BOROUGH shall maintain an accurate, up-to-date Seniority roster showing the date of hire, classification and rate of pay of each employee covered by the Agreement and the BOROUGH shall furnish copies of same to the UNION upon request.

ARTICLE FIVE

UNION REPRESENTATIVES

Accredited representatives of the UNION may enter the BOROUGH facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the UNION decides to have its representative enter the BOROUGH facilities or premises, it will request such permission from the appropriate BOROUGH representative and such permission will not be unreasonably withheld, provided there should be no interferences with the normal duties of employees. There shall be no UNION business transacted nor meetings held on BOROUGH time or property.

ARTICLE SIX

HOURS AND OVERTIME

A. Hours. The Hours and Overtime provisions set forth below shall apply only to full-time hourly rated employees in permanent and probationary status.

1. The normal working week shall consist of forty (40) hours per week.
2. The normal work day shall consist of eight (8) hours per day, Monday through Friday from 7:00 a.m. to 3:30 p.m. with one half (1/2) hour lunch on each day. The start of the work day may be adjusted when certain circumstances arise, at the discretion of the Chairman of Streets and Roads, or at the discretion of the Streets and Roads Committee, or at the discretion of the BOROUGH council.

B. Overtime. Employees shall be compensated at the rate of one and one-half (1-1/2) times the straight time rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week, except as hereinafter set forth. Employees shall not be entitled to overtime compensation for work performed on Saturday, Sunday or a holiday unless said work results in the employee working in excess of eight (8) hours per day or forty (40) hours per week. Employees shall be compensated at the rate of double time when performing work on Sundays. Overtime will be compensated in one-quarter (1/4) hour increments, fractional portions being counted as a full quarter (1/4) hour. No payment shall be made for an initial period of less than fifteen (15) minutes. Notwithstanding the above, however, an employee called into work on a Saturday, Sunday or holiday shall be guaranteed a minimum of two (2) hours pay. Saturday and Sunday will be deemed voluntary from senior employee to newest employee. However, if no employee volunteers, the Borough may require employees to work Saturday and/or Sunday from least senior to senior

employee. An employee called into work on Thanksgiving, Christmas and/or New Years shall be guaranteed a minimum of four (4) hours pay.

ARTICLE SEVEN

HOLIDAYS

A. The following days shall be recognized as holidays with pay:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day
15. Three Personal Days

B. Holidays which fall on Saturday shall be observed on the preceding Friday. Holidays which fall on Sunday shall be observed on the following Monday.

C. Employees who are scheduled to work on a recognized holiday noted in this article shall be paid in addition to his regular straight time pay, one and one half (1-1/2) times his regular rate of pay for all hours worked on such holiday. Notwithstanding the preceding sentence, an employee shall be paid double (2x) his regular rate of pay if he is called in on Thanksgiving, Christmas, or New Years. Time paid for holidays shall be considered as time worked. Holiday Pay starts at midnight (12:00 a.m.) and covers all work performed through 11:59 p.m. of the same day.

D. Holiday pay shall not be allowed an employee unless he is working during the week in which the holiday falls, and is on the job and available for work his last full scheduled workday before and his first full scheduled workday after the holiday, even though in different work weeks, except in the case of proven illness or injury substantiated by a medical certificate.

E. Should a designated holiday be observed on one of the employee's regularly scheduled basic work days within his normal working period while he is on vacation, said holiday shall not be counted as a vacation day.

F. Holiday pay shall apply to permanent and probational employees, but shall not apply to those holding temporary, emergency or seasonal positions.

ARTICLE EIGHT

VACATIONS

A. Effective January 1, 2007, new employees shall earn annual vacation leave at the rate of one (1) working day for the initial month of employment if they begin work on the first through eighth day of the calendar month, and one-half working day if they begin on the ninth through the twenty-third day of the month. After the initial month of employment and up to the end of the first calendar year, new employees shall receive one working day for each month of service. Thereafter, employees shall receive paid vacation leave as follows:

1. From the beginning of the first (1st) full calendar year of employment and up to ten (10) years of continuous service, fourteen (14) working days;
2. After ten (10) years of service and up to twenty (20) years of continuous service, twenty-one (21) working days; and
3. After twenty (20) years of service, twenty-eight (28) working days per year.

B. Vacation allowance must be taken during the current year at such time as permitted or directed by the BOROUGH, unless the BOROUGH determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only, upon written approval of the Road Committee or the BOROUGH council.

C. Initial year of hire vacation days must be earned before they can be used. Beginning with the first full calendar year of employment, each employee shall become entitled to his entire vacation period specified in Paragraph "A" above on January 1st of each calendar year.

D. All requests for vacations shall be made by April 30th of the calendar year in which the vacation is sought, and at least thirty (30) days prior to the proposed vacation date, to the Chairman of the Road Department, or to the Road Committee. Vacation dates shall be subject to approval by the Road Committee in order to ensure that proper coverage is available for Road Department duties and projects. Where two employees request the same or overlapping vacation dates, approval will be based on seniority, and vacation approval shall be given first to the most senior employee. However, after April 30th, priority will be given to the employee first submitting his or her vacation request. The parties agree that not more than one member of the Road Department shall be on vacation at any one time.

E. An employee who retires, resigns or is otherwise terminated from employment shall be paid for unused vacation days; provided that such employee shall only be entitled to payment for unused vacation days actually accruing during the year of retirement or termination in proportion to the number of months worked in such year.

ARTICLE NINE

HEALTH BENEFITS

The Borough agrees to provide hospitalization insurance which includes traditional coverage, preferred provide organization, and health maintenance organization through the New Jersey State Health Benefits Plan (SHBP) as it may be amended from time to time, (or any other substantially equal health benefit plan) for all employees and eligible dependents coverage by this Agreement. This coverage shall be paid by the Borough for employees and eligible dependents provided that any deductible or co-payments required by the SHBP shall be the responsibility of the employee.

Additionally, the parties acknowledge and agree that the Borough will provide all employees covered by this agreement with prescription drug coverage through the State Health Benefits Program in accordance with the terms and conditions of the program in which the Borough is enrolled. Employees shall be obligated to make co-pay payments in accordance with such program.

Each employee under this contract shall be provided with Life Insurance Coverage and Retirement Benefits under the New Jersey Public Health Retirement System in accordance with the requirements of such retirement system.

The BOROUGH reserves the right to review and change the Health Benefit Coverages and/or Provider set forth above during this contract as long as the level of coverage provided is on balance appreciably comparable to the current coverages. An employee who retires after twenty-five (25) years of service as a BOROUGH employee shall be provided with health benefits under the BOROUGH's Health Insurance Benefits Program for such employee and his or her spouse.

Effective May 1, 2010, Frank Rivera and Alfred Grasso shall contribute 1.5% of their base salary towards the cost of their healthcare benefits provided by the Borough through the New Jersey State Health Benefits Plan (SHBP).

ARTICLE TEN

SICK LEAVE

A. Service for Sick Leave

1. All employees shall be entitled to sick leave with pay as specified hereunder.

2. Sick leave as purposed herein is defined to mean absence from duty of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and require the presence of such employee, or death in the immediate family. For the purpose of these rules, "members of the immediate family" is interpreted as meaning father, mother, husband, wife, child, sister, brother or other near relative.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment; and fifteen (15) working days in every calendar year thereafter, said days accruing as earned at the rate of one and one fourth (1-1/4) days per month.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purpose. Any employee who has worked for the BOROUGH OF BUENA for not less than twenty five (25) years and who retires in accordance with the rules of the Public Employment Retirement System, or any employee who has attained the age of sixty two (62) years or older at the time of retirement and retires in accordance with the Rules of

the Public Employment Retirement System shall be entitled to be paid, upon retirement, fifty (50%) percent of all accumulated sick days up to a maximum of Twelve Thousand (\$12,000.00) Dollars.

C. Safety Day Off From Work. If an employee uses five (5) or less sick days in one calendar year, and has no lost time accidents, such employee shall be granted one (1) day off as a safety day during the next calendar year, at the employee's preference, with the approval of the supervisor of the Road Department. "Lost time accidents" as used herein shall be defined as missing one or more full days from work due to an injury which is caused by accident arising out of and in the course of employment.

D. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the employee's starting time.

a. Failure to so notify his Supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days or totaling more than ten (10) days in one calendar year, may be required to submit acceptable medical evidence substantiating the illness from a physician acceptable to the BOROUGH.

Furthermore, the BOROUGH may require such an employee to be examined by the BOROUGH-designated physician at the expense of the BOROUGH.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required prior to the employee's return to work.

3. The BOROUGH may require an employee who has been absent because of personal illness or injury, as a condition of his return to duty, to be examined at the expense of the BOROUGH by a physician designated by the BOROUGH. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE ELEVEN

WAGES

A. The Borough agrees to increase wages during the term of this Agreement as follows:

January 1, 2009	0%
January 1, 2010	0%
January 1, 2011	2.00%
January 1, 2012	1.00%
January 1, 2013	1.00%

B. Wages as follows:

Frank Rivera – DOH 03-1988

January 1, 2011	\$22.24
January 1, 2012	\$22.46
January 1, 2013	\$22.68

Alfred Grasso – DOH 08-2000

January 1, 2011	\$16.12
January 1, 2012	\$16.28
January 1, 2013	\$16.44

C. The starting wages for new employees hired after the signing of this Agreement shall be determined by the Borough based upon the Borough's evaluation of the employees' ability, skills, and past experience. An employee hired prior to July 1st of any year shall receive the wage increase which becomes effective on the January 1st immediately following the date of his hire.

Employees hired after June 30th of any year shall receive the wage increase which becomes effective on the second January 1st following the date of his hire.

D. Acting Supervisor, Additional Compensation. In the event the Road Supervisor is absent, an Acting Supervisor shall be appointed by the Road Chairman to perform the responsibilities of the Supervisor during such absence. After three (3) consecutive days of out of class work, said Acting Supervisor shall

receive an additional seventy five (\$.75) cents per hour over and above such employee's regular salary, commencing on the 4th day of out of class work and continuing during service as Acting Supervisor.

E. Frank Rivera and Alfred Grasso shall each receive a one time bonus of \$500.00 within 30 days of execution of this agreement. This bonus shall not be deemed past practice or shall not be utilized in any way in future negotiations as entitlement or precedent.

ARTICLE TWELVE

BULLETIN BOARD

One bulletin board shall be made available by the BOROUGH at the following location: Road Department.

This bulletin board may be utilized by the UNION for the purpose of posting UNION announcements and other information of a non-controversial nature. The UNION agrees to limit its postings of notices and bulletins to such bulletin board. The Department Head or his representative may have removed from the bulletin board any material which does not conform with the intent and provisions of this Article.

ARTICLE THIRTEEN

WORK RULES

The BOROUGH may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement and further provided that the UNION shall have the right to grieve with reference to the same within five (5) days after the same are posted or disseminated and/or a copy sent to the UNION.

ARTICLE FOURTEEN

NO STRIKE CLAUSE

A. The UNION covenants and agrees that during the term of this Agreement neither the UNION nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the BOROUGH. The UNION agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any UNION member shall entitle the BOROUGH to invoke the following:

Such activity shall be deemed grounds for termination of employment of such employees, subject, however, to the application of the Civil Service Law.

C. The UNION will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the BOROUGH.

D. Nothing contained in this Agreement shall be construed to limit or restrict the BOROUGH in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the UNION or its members.

ARTICLE FIFTEEN

NON DISCRIMINATION

The BOROUGH and the UNION agree that neither of them will discriminate or cause discrimination against any employee covered by this labor agreement because of race, color, creed, age, sex, handicap, national origin, political affiliation, UNION membership, or UNION Activity.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

There shall be no discrimination, interference, restraint or coercion by the BOROUGH or any of its representatives against any of the employees covered under this Agreement because of their membership or non-UNION membership in the UNION or because of any lawful activities by such employees on behalf of the UNION. The UNION, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the UNION and shall not solicit membership in the UNION or the payment of dues during working time.

ARTICLE SIXTEEN

DEDUCTION FROM SALARY

1. Employees have the right to join, not join, maintain or cancel their memberships in the UNION at any time. Neither the BOROUGH nor the UNION shall exert any pressure upon, or discriminate against, any employee to influence the employee to join or not join the UNION.

2. The UNION is required to represent all employees in the bargaining unit fairly and equally.

3. The BOROUGH shall deduct regular monthly dues from the pay of any UNION member covered by this Agreement upon receipt of individual written authorization cards executed by an employee and bearing his signature. The BOROUGH shall remit to the UNION all such deductions prior to the end of the month from which the deductions were made.

4. If during the life of this Agreement there shall be any change in the rate of membership dues, the UNION shall furnish to the BOROUGH written notice prior to the effective date of such change.

The UNION will provide the necessary "check-off authorization" form and deliver the signed forms to the BOROUGH Treasurer. The UNION shall indemnify, defend and save the BOROUGH harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the BOROUGH in reliance upon salary deduction authorization cards submitted by the UNION to the BOROUGH.

- a. In accordance with the New Jersey Employer-Employee Relations Act, Sec. 34:13A-5.4(2), the Employer agrees to deduct from the salary of employees who are not members of the UNION an amount equal to eight five (85%) of the regular membership dues, fees, and assessments as a representation fee. Such payments shall

commence on the thirtieth day following the effective date of this Agreement, or the date of execution of this Agreement, whichever is the later; for new employees, the payment shall start thirty (30) days following the commencement of employment. The Employer shall remit to the UNION all such deductions prior to the end of the month for which such deductions are made.

- b. Any employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the UNION a return of any part of the fee which represents the employees' additional pro-rata share of the UNION's expenditures in and of activities or causes of the partisan, political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any benefits available only to UNION members. The pro-rata share subject to refund shall not reflect the costs of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employees represented advantages in wages, hours, or other conditions of employment in addition to those secured through collective bargaining with the Employer.
- c. An employee requesting a partial refund of the representation fee shall notify the UNION by certified or registered mail during the period between September 1, and September 30 of each year. Such notice shall specify the type of expenditures to which the employee objects. The approximate proportion of the representation fee spent by the UNION for such purposes shall be determined annually after each fiscal year of the UNION by the UNION's Secretary-Treasurer. Rebate of a prorated

portion of the employee's representation fee corresponding to such proportion shall thereafter be made to each individual who has timely filed a notice of objection.

- d. If an objector is dissatisfied with the proportional allocation that has been determined on the grounds that does not accurately reflect the expenditure of the UNION in the defined area, the objector may appeal to the Local Union Executive Board within thirty (30) days following receipt of the rebate. The Executive Board must act on this appeal within thirty (30) days.
- e. If an objector is dissatisfied with the Local Union Executive Board's determination, the objector may appeal to a panel appointed by the Governor pursuant to Sec. 34:13A-4.4(3). In this proceeding, the UNION shall bear the burden of proof in demonstrating the accuracy of its computation.
- f. The UNION shall indemnify, defend and save the BOROUGH harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of deductions or other actions taken by the BOROUGH in accordance with this paragraph which provides for representation fees to be paid to the UNION.

ARTICLE SEVENTEEN

SEVERABILITY

In the event that any provision of this Agreement between the parties shall be held by operation of law and/or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect.

Any specific or general provision of this Agreement notwithstanding, wherever a provision of this contract is determined to be in conflict with the Law of the State of New Jersey, or with rules, regulations or procedures thereunder, the Law, regulations, rules and procedures shall be controlling.

This Agreement shall not be modified, altered or changed except by written agreement of the parties.

ARTICLE EIGHTEEN

FULLY BARGAINED PROVISIONS

The parties acknowledge that this Agreement represents and incorporates the complete and final understanding and settlement of the parties on all bargainable issues which were or could have been subject to negotiations, and that all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement, as established by the BOROUGH's administrative procedures, practices in force and past practices are incorporated in this Agreement. Unless otherwise provided in this Agreement, no prior administrative procedure, practice or past practice shall be interpreted or applied so as to enlarge or otherwise conflict with the express terms of this Agreement.

During the term of this Agreement, neither party will be required to negotiate with respect to any such matters, 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 they negotiated or signed this Agreement.

This document constitutes the sole and complete agreement between the parties and embodies all of the terms and conditions governing the employment of employees in the UNION.

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, without prejudice, which is (or may be) subject to collective bargaining.

ARTICLE NINETEEN

SEVERANCE PAY

Employees whose employment is terminated for reasons other than discharge for just cause shall receive severance pay in the amount equal to one (1) weeks' pay for each year of service.

ARTICLE TWENTY

TEMPORARY EMPLOYEES

The BOROUGH may hire temporary employees to supplement the regular work force provided all permanent full-time employees are working. A temporary employee shall be considered full-time when he/she has worked in excess of 800 hours in one year.

ARTICLE TWENTY-ONE

SUBCONTRACTING

The parties agree that the BOROUGH may subcontract, transfer or assign work presently performed by the employees of the Collective Bargaining Unit to other persons, companies or non-union employees provided that all permanent full time employees of the Collective Bargaining Unit are working, and provided further that notification is given to the Road Superintendent.

ARTICLE TWENTY-TWO

CLOTHING ALLOWANCE

The BOROUGH Agrees to provide each employee with a clothing allowance \$350.00 per year to be paid prior to December 1st of each year during this contract as an addition to salary.

ARTICLE TWENTY-THREE

PRIVATIZATION

In the event that the BOROUGH deems it to be in the interest of economy or efficiency to privatize, rationalize or otherwise enter into an agreement with another public entity or with a private entity for road department services, the BOROUGH shall have the right to terminate this Agreement upon giving forty-five (45) days notice to the employees covered by this Agreement. In such event, the BOROUGH agrees to make every effort to have employees covered by this Agreement hired by the party or entity which will provide road maintenance services to the BOROUGH.

ARTICLE TWENTY-FOUR

JURY DUTY LEAVE

1. The Borough provides Jury Duty Leave to its full-time employees as follows:
 - a. Employees shall be granted up to their normal number of work hours in one work day to attend jury duty. Employees who do not work on a fixed workweek schedule may be granted up to eight hours leave in any one work day.
 - b. Employees shall submit written verification of attendance signed by a representative of the court to their Department Head as a prerequisite to being paid.
2. Jury Duty shall not be granted for an employee's appearance (appearance for other than official Borough duty) in court as a plaintiff or defendant.
3. Time spent on official Borough duty in court is considered work time.
4. Checks in payment of jury duty and issued to the juror are to be turned over to the Chief Financial Officer for deposit into the Borough's account.

ARTICLE TWENTY-FIVE

FUNERAL LEAVE

It is the policy of the Borough to grant time off with pay to full-time employees for a death in the immediate family. Time off shall be granted without deduction from pay or time owed. Funeral Leave, with pay, not exceeding three (3) days, shall be granted to an employee in the event of the death of a member of the immediate family.

The immediate family shall include:

- a. The employee's spouse, child, child's spouse, parent, brother, sister, grandparent, grandchild or great grandchild.