

# **AGREEMENT**

**Between**

**THE BOROUGH OF LINDENWOLD**

**AND**

**TEAMSTERS LOCAL UNION NO. 676**

**January 1, 2013 through December 31, 2016**

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**THIS AGREEMENT** dated and effective this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **BOROUGH OF LINDENWOLD**, hereinafter called the **EMPLOYER**, and **TEAMSTERS LOCAL UNION 676**, hereinafter called the **UNION**.

**WHEREAS**, the parties have been negotiating with respect to the terms and conditions of employment and, as a result, mutually satisfactory and acceptable understandings have been reached, which in the interest of maintaining satisfactory and harmonious industrial relations, the parties desire to set forth in writing.

**NOW, THEREFORE, BE IT KNOWN** that in consideration of the covenants, terms and conditions herein contained, the Union and the Employer agree as follows:

#### ARTICLE 1

#### RECOGNITION

A. The Employer recognizes and acknowledges the Union as the designated and selected representative of the employees set forth below for the purposes of collective bargaining and as their sole collective bargaining agency in respect to the rates of pay, wages, hours of work and all other conditions of employment and for the purpose of entering into understandings and agreements.

UNIT — All blue collar employees employed by the Borough of Lindenwold in the Department of Public Works and Sewer, excluding all office, clerical, confidential, and supervisory employees who hold civil service supervisory titles, managerial executives professional employees and police.

## ARTICLE 2

### MANAGEMENT RIGHTS

A. The management of the Borough, including the direction of the working force and the right to plan, direct and control operation and use of its facilities, equipment and property, is the exclusive right and the duty of the Employer. The management of the Borough will comply with the employee's seniority rights when exercising its right to direct and plan the Teamster employees as part of the workforce in Lindenwold.

B. The Employer has the sole right to hire, layoff, transfer and promote employees and for proper cause to demote, suspend or discharge employees; the Employer has the exclusive right to control the volume of production, scheduling of operations, the right to determine the size and composition of the working force, the right to study and/or introduce new or improved methods or facilities, the right to determine what work will be performed by outside contractors, and the right to establish and maintain reasonable rules and regulations governing the employment of employees of the Borough, a violation of which shall be among the causes for disciplinary action. These rights shall be exercised with due regard to the legal rights of the employees, and further, the Employer shall not exercise these rights in violation of the specific provisions of this Agreement. This Agreement, and any rules promulgated pursuant to this agreement, shall be subject to the grievance and arbitration procedure.

C. The listing of specific rights in this Article is not intended to be nor shall be, considered restrictive of, or a waiver of any rights of management not listed and not specifically enumerated herein whether or not such rights have been exercised by the Employer in the past. The Employer retains all rights not otherwise specifically covered by this Agreement.

### **ARTICLE 3**

#### **AMENDMENTS**

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Any such amendments agreed upon shall be reduced to writing, signed by the parties hereto.

### **ARTICLE 4**

#### **CHECK-OFF AUTHORIZATION**

A. The Employer shall collect through payroll deduction in the amount certified by the Secretary-Treasurer of the Union, regular union membership dues or the amount required under the Agency Shop Provision of Article 5, in accordance with an authorization signed by the employee and shall pay over to the Union monthly, the total amount of monies thus deducted. Employee authorization shall be required for such deduction on a standard form, a copy of which is attached to the Agreement as Exhibit A.

B. Deductions for such amounts shall be made from the wages paid to the employees for each payroll period month.

C. The Employer shall furnish the Union a monthly record of the total amounts deducted, together with an alphabetical duplicate listing of the names and addresses of the employees from whose pay deductions were made.

**ARTICLE 5**

**AGENCY SHOP PROVISION**

A. During the term of this Agreement, all non-member employees in the collective bargaining unit represented by the Union shall be required to pay the Union a representation fee in lieu of dues for services rendered by the Union. The representation fee shall be the maximum amount authorized by law. Once a month, the Union shall submit to the Employer a list of those employees which it claims are non-members of the Union and the amount of dues claimed for each person and give notice to each employee named therein that the claimed representation fee will be deducted from the employee's pay. Within thirty (30) days after receipt of said list, the Employer will begin deduction of the claimed representation fee from the pay thereafter due to the employees named on the list, in equal installments, and will transmit the amount so deducted to the Union, in the same manner as membership dues deductions for Union members are customarily handled.

B. It is understood and agreed that the Employer shall have no duty or responsibility to determine membership or non-membership of any employee in the Union or to verify the accuracy of any claim for representation fee submitted by the Union. In consideration of the Employer making the deductions herein provided for, the Union hereby indemnifies and holds the Employer harmless from and against any and all claims, demands, proceedings, actions, suits, damages, costs and fees and all forms of liability to any employee or other party that arise out of, or by reason of action taken by the Employer pursuant to the provisions of this Article.

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## ARTICLE 6

### NON-BARGAINING UNIT EMPLOYEES

A. A non-bargaining unit employee shall not perform any bargaining unit work except in cases of instruction, absenteeism or emergency.

## ARTICLE 7

### UNION REPRESENTATION

A. Local 676 will notify the Employer in writing of the names of its employees who are designated to represent employees under the grievance procedure. Employees so designated by the Local Union will be permitted to confer with other representatives, employees and with Employer representatives regarding matters of employee representation during working hours without loss of pay, provided permission is first obtained from the Borough Administration, which permission shall not be unreasonably refused.

B. Agents of the Union who are not employees of the Employer will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters so long as such right is reasonably exercised and there is no undue interference with the employee's work, and provided that they make their presence known to the Borough Administration immediately upon arriving at the Employer's premises. The Local Union must notify the Employer of the names of the representatives. No more than one agent is to be designated for each facility during working hours to discuss Union matters with employees at their work station unless they first receive permission from the Employer or his agent.

C. When a shop steward, assistant shop steward or committee person is scheduled by either of the parties hereto to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer



no loss in pay or be charged for sick leave. In the application of the foregoing, it will be limited to the use of two (2) employees for grievance, conferences or meetings and two (2) persons for negotiations.

D. The Employer recognizes the right of the Union to designate a shop steward and alternative from the Employer's seniority list. The authority of the shop steward and alternate are so designated by the Union shall be limited to, and shall not exceed, the following duties and activities (alternates shall act only in the absence of the shop steward):

1. The Investigation and presentation of grievances to the Employer or the Employer's designated, representative.
2. The collection of dues when authorized by appropriate Local Union action.
3. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information:
  - (a) have been reduced to writing; or
  - (b) if not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

E. The shop steward and alternative have no authority to take strike action or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of the shop steward and alternate and shall not hold the Union liable for any authorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge in

the event the shop steward or alternate has taken strike action, slowdown or work stoppage in violation of this Agreement.

## **ARTICLE 8**

### **NOTICES TO UNION**

A. Within ten (10) days from the signing of this Agreement, the Employer shall provide the Union with a list of employees specifying their birth date, identification number (if any), seniority date, job title, job level and rate of pay. On an ongoing basis, thereafter, the Employer shall provide the Union with a notice of any permanent change in any part of that list within ten (10) working days of the effective date of the change.

B. The Employer shall give written notification to the Union Business Agent and the Shop Steward when an employee is being suspended, terminated or otherwise disciplined. The notification shall be submitted to the Union at the same time written notice is given to the affected employee and shall indicate the extent and reason for disciplinary action.

## **ARTICLE 9**

### **NO STRIKES-NO LOCKOUTS**

There shall be no strikes, work stoppages or any other concerted activity which is designed to withhold the services of the negotiating unit members from the Employer, nor shall the Employer lockout the members of the negotiating unit.

## ARTICLE 10

### GRIEVANCE PROCEDURE

A. A grievance shall be defined as a disagreement or dispute between the Employer and an employee as to the meaning, interpretation or application of a specific provision of this Agreement.

B. Should any grievance arise, it shall be processed in the following manner:

Step 1: The employee shall present the grievance in writing to his immediate supervisor within five (5) working days after the occurrence of the grievance. The immediate supervisor shall review the grievance with the employee and the Shop Steward within three (3) working days thereafter and shall advise the employee and the Union representative of his/her answer within three (3) working days following said meeting.

Step 2: If the grievance is not resolved as a result of Step 1, the employee may submit the matter to the Director of Public Works within two (2) working days following receipt of the immediate supervisor's response. The Director of Public Works shall, within five (5) working days following receipt for the grievance by him, meet with the employee and the Shop Steward and shall provide a written response within three (3) working days after said meeting.

Step 3: If the grievance is not resolved in Step 2, then the employee may, within three (3) working days following receipt of the Director's response, refer the matter to a meeting between the Director and the Union Business Agent. Within ten (10) days after this referral, the meeting shall be held. The Director shall provide a written response within five (5) days following said meeting.

Step 4: If the grievance is not resolved in Step 3, then the employee may, within three (3) working days following receipt of the Director's response, refer the matter to Borough Council. Within thirty (30) days after referral to Borough Council, said Council or a committee therefrom, shall meet with the employee and the Union Business Agent and shall provide a written response within fifteen (15) days following said meeting.

Step 5: In the event no satisfactory settlement of the issue is reached within ten (10) working days of such meeting, the matter shall be submitted to advisory arbitration; notice by either party to the other in writing requesting advisory arbitration and stating the issue or issues to be settled. The selection of the arbitrator and the conduct of the arbitration hearing shall be through the New Jersey Public Employment Relations Commission and in accordance with its rules.

(a) The cost, fees and expenses for having a grievance arbitrated shall be shared equally by Local 676 and the Employer. It is agreed that any arbitrator appointed pursuant to this Agreement may not, in any way, alter the provisions of this Agreement. Furthermore, the right to request arbitration shall be limited to the parties to this Agreement.

(b) No dispute arising out of any questions pertaining to the renewal of this Agreement, or pertaining to the terms of any renewed agreement, shall be subject to the arbitration procedures of this Article.

(c) Failure of the employee to present the grievance at the first step within the time limits set forth or to move a grievance from any step to another within the time limits provided shall be conclusively deemed to be an abandonment of said grievance and the Employer's last position shall control.

(d) This grievance procedure shall not apply to any matter for which Department of Personnel provides a review process, including disciplinary matters.

## **ARTICLE 11**

### **SENIORITY**

A. Seniority is defined as an employee's total continuous length of service with the Employer beginning with his original date of hire, except in cases of discharge and voluntary termination.

B. An employee having broken service with the Employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the Employer.

C. If a question arises concerning two or more employees prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records, first named first preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name.

D. All job vacancies, promotions and/or transfers shall immediately be posted by the Borough on the Employee's Bulletin Board for a period of fourteen (14) consecutive calendar days. The position shall be awarded and become effective at the discretion of the Borough. Any employee wishing to bid for the opening or position shall do so in writing by signing the positing.

E. All vacancies, promotions and/or transfers shall be filled according to strict seniority if the applicants are equally qualified. The chosen employee shall have a thirty (30) day qualification period. If at the end of the qualifying period, the Borough determines that the employee is not qualified, the employee shall

have no further entitlement to the position. Any employee so disqualified or who voluntarily gives up the promotion or transfer shall be allowed to resume his/her former position without penalty.

In the event the employer does not obtain sufficient or qualified employees to fill the openings or vacancies, then they may fill such positions from other sources.

F. Overtime shall be offered on a seniority basis to employees within the job title, if qualified.

G. On-call Public Works Department opportunities will be selected using a descending list, so each employee shall have equal opportunity for overtime.

## **ARTICLE 12**

### **LAYOFFS & RECALLS**

Layoffs and recalls of employees shall be governed by New Jersey Department of Personnel Regulations.

## **ARTICLE 13**

### **RATE OF PAY**

Section 1. The following salaries shall be paid as the hourly rate at the time designated to the Public Works and Sewer Teamsters #676 employees of the Borough of Lindenwold, County of Camden and State of New Jersey, while in the employ of the Borough of Lindenwold, who hold the positions enumerated below.

<u>Category</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Laborer I	\$23.57	\$24.04	\$24.521	\$25.01
Laborer II	\$22.61	\$23.13	\$23.60	\$24.07
Laborer III	\$15.76	\$16.08	\$16.40	\$16.73
Laborer IV	\$22.90	\$23.36	\$23.83	\$24.30
Laborer V	\$23.13	\$23.59	\$24.06	\$24.54
Working Foreman I	\$25.89	\$26.40	\$26.93	\$27.47
Truck Driver I	\$24.84	\$25.33	\$25.84	\$26.35
Sewer Plant Repair I				
Foreman	\$26.88	\$27.42	\$27.97	\$28.53

Public Works/Sewer Personnel shall receive the following compensation in addition to the prevailing rate of pay for each position worked:

Heavy Equipment Operator	\$2.58
Truck Driver	\$1.39

**Effective on or after January 01, 2013**

Laborer	\$15.00	\$15.30	\$15.61	\$15.92
Truck Driver	\$16.39	\$16.72	\$17.05	\$17.39
Heavy Equipment Operator	\$17.58	\$17.93	\$18.29	\$18.66

Section 2. Time and one half shall be paid to Public Works/Sewer employees for all work performed exceeding forty (40) hours per week.

Section 3. Sewer personnel shall receive the following compensation in addition to the prevailing rate of pay for each certification/class rating upgrade.

1 <sup>st</sup> Level	\$.50/hour
2 <sup>nd</sup> Level	\$.75/hour
3 <sup>rd</sup> Level	\$1.00/hour
4 <sup>th</sup> Level	\$1.25/hour

Section 4. The salaries and wages herein described and specified shall take effect January 01, 2013 and shall apply to all years subsequent thereto, unless and until the same have been changed as specified and provided by law.

#### **ARTICLE 14**

##### **CALL-IN PAY**

When an employee is called in for work after the expiration of their regular shift, they shall receive pay at a rate of time and one half their regular hourly rate, for the time worked during said call-in period. However, the employee will be guaranteed at least three (3) hours pay for such call-ins.

In addition for sewer only, on call pay for each week with beeper/pager is 8 hours pay at straight time, Management will stay in the on-call rotation.

#### **ARTICLE 15**

##### **WORK WEEK AND WORK DAY**

The regular scheduled work week shall consist of five (5) consecutive days- Monday through Friday — inclusive. The regular work day shall be eight (8) consecutive hours, excluding lunch.



- A. The regular starting or quitting time or work shifts will not be changed without reasonable notice to the affected employees and without first having discussed such changes and the needs for same with Teamsters Local 676.
- B. The Employer shall pay overtime at one and one half (1 1/2) times the employee's straight time hourly rate for all work performed in excess of forty (40) hours in any work week. Paid time off shall be included in calculating the forty (40) hour requirement for overtime pay.

**ARTICLE 16**

**HOLIDAYS**

- A. The following national holidays are recognized as paid holidays:

New Year's Day	Martin Luther King's Birthday
Washington's Birthday	Lincoln's Birthday
Good Friday	Memorial Day
Fourth of July	Labor Day
Columbus Day	General Election Day
Veterans Day	Thanksgiving Day
Day after Thanksgiving Day	Christmas Day

- B. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on a Sunday shall be celebrated on the following Monday.

C. When the Borough Council, Governor of the State of New Jersey, or the President of the United States declares a holiday, it shall be treated as an additional holiday under this Agreement.

**ARTICLE 17**  
**VACATIONS**

A. All full-time employees in the Employer's service shall be entitled to the following annual vacation with pay:

<u>Years of Service</u>	<u>Vacation</u>
Date of employment to 1 year	1 day per month
1 year to 5 years	12 days per year
6 years to 10 years	15 days per year
11 years to 15 years	18 days per year
16 years to 20 years	21 days per year
20 years and over	25 days per year

Any employee with less than one (1) year of service shall not take any vacation days accrued until at least six (6) months of service has been completed.

B. When in a calendar year the vacation leave or any part thereof is not used, such vacation periods shall be accumulated and may be used, in the following year only. Thereafter, the vacation pay shall be waived.

C. Vacations shall be scheduled and granted for periods of time requested by the employee subject to the management's responsibility to

maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at a given time, the employee with the greatest seniority (as it relates to total years of service with the Employer) shall be given his/her choice of vacation periods.

D. All vacation requests must be submitted at least (2) two weeks in advance for approval.

E. An employee who becomes ill during his/her vacation will not be charged vacation leave, but rather sick leave for the period of illness to the Employer upon his/her return to work. Submission of doctor's certification shall be required.

F. Upon separation from employment for any reason, an employee shall receive payment for all vested but unused vacation entitlement.

G. In addition to the above, each employee shall be entitled to one personal day per year.

## **ARTICLE 18**

### **PERSONNEL PRACTICES**

Any employee whose job performance or conduct becomes subject to evaluation shall have the right to a conference to review such evaluation. Evaluation of any employee shall be signed by the employee. Such signature shall signify only that the evaluation has been reviewed with the employee and shall not indicate concurrence in the context of the evaluation.

## **ARTICLE 19**

### **PERSONNEL FILE**

A. Employees may inspect the contents of their personnel file under the following terms and conditions:

1. They must make an appointment with the Director of Personnel or designee.
2. Nothing may be removed from the file.
3. Nothing may be written by the employee on any papers in the file.
4. The review must be conducted within the presence of a representative of the Employer.
5. The employee, if he or she so requests, will be accompanied by a Union representative.
6. Employee may copy the file and initial its contents, provided that the employee shall pay the reasonable cost of copying.

## **ARTICLE 20**

### **MILITARY LEAVE OF ABSENCE**

A permanent employee who enters upon active duty with the military or naval service in time of war or emergency shall be granted a leave of absence for a period of such service and three (3) months hereafter and as further prescribed in Rule 4:1-17.3 of Civil Service Rules and Regulations.

## **ARTICLE 21**

### **LEAVE OF ABSENCE**

A. Leave of absence for employees shall be granted as provided in Department of Personnel rules and regulations pursuant to N.J.A.C. 4:1-17.2 except as otherwise set forth herein.

B. All requests for leave of absence shall be made in writing to the Deputy Director of Public Works who shall promptly submit such request to Council with his recommendation.

C. In the event that an unpaid leave of absence is granted, the Employer shall continue the employee's medical insurance coverage at its expense for up to the first 30 calendar days if and when it, in its sole discretion, decided to do so, which decision is not such to challenge in any form.

1. Seniority shall continue to accrue for unpaid leaves of absence of 30 calendar days or less. For such leaves which are longer, no seniority accrues thereafter.

## **ARTICLE 22**

### **EMERGENCY AND SPECIAL LEAVE**

A. An employee shall be given time off without loss of pay when:

1. Performing jury duty.

(a) The employee shall serve without loss pay and shall turn over to the Employer the payment received for said duty.

2. Subpoenaed to appear as a witness and not a party before the Court, legislative committee or judicial or quasi-judicial body.

3. Performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President.

4. No pay shall be made by the Employer in regard to any appearance on the employee's own behalf in respect to disputes between the Employer and the employee under Department of Personnel law.

## **ARTICLE 23**

### **CONVENTIONS**

A. Pursuant to N.J.A.C. 4:1-17.4, any employee, who is a duly authorized representative of any of the organizations listed in N.J.S.A. 3 8:23-2 and any amendment thereto shall be granted a leave of absence with pay for an aggregate period not to exceed five (5) days in any calendar year for the purpose of traveling to and from and attending any state or national convention of said organization.

## **ARTICLE 24**

### **BEREAVEMENT LEAVE**

A. A leave of absence with pay up to five (5) days shall be granted an employee desiring such leave because of death in the immediate family as herein defined:

1. Mother, Father, Stepmother or Stepfather.
2. Spouse.
3. Children, Stepchildren or foster children.

B. A leave of absence with pay up to three (3) days shall be granted an employee desiring such leave because of death in the immediate family as herein defined:

1. Mother-in-law or Father-in-law.
2. Brother, sister, stepbrother or stepsister.
3. Brother-in-law or sister-in-law.

4. It shall also include relatives of the employees residing in the employee's household.
5. Grandparents and step grandparents.
6. Grandchild.

C. Upon recommendation of the department head, a reasonable extension of time beyond three (3) days may be allowed by the Administration where circumstances justify such action.

D. One (1) day leave shall be granted on the day of the burial of an aunt, uncle, first cousin, niece or nephew with the proper documentation.

#### **ARTICLE 25**

#### **MATERNITY LEAVE**

Any employee shall be eligible for maternity leave in accordance with state and federal laws.

#### **ARTICLE 26**

#### **EDUCATIONAL LEAVE**

The Employer may grant an employee educational leave. The purpose of such leave is to permit an employee to pursue special work or training related to his employment and which will improve his competence and capacity in the service. Such training must be of direct value to the Employer and limited to providing knowledge or skills which cannot be provided through available in-service training. Cost of such training to be borne by the Employer. The Employer will also pay the employee his regular salary during such leave if the training occurs during working hours. The granting of such leave is solely within the discretion of the Employer.

**ARTICLE 27**

**WHEN RETURNING FROM LEAVE OF ABSENCE**

Employees returning from authorized leave of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay with no loss of seniority or other employee's rights, privileges or benefits which existed at the time when the leave commenced.

**ARTICLE 28**

**SICK LEAVE — PAY ALLOWANCE**

A. Permanent employees in the Employer's service shall be entitled the following sick leave of absence with pay:

1. One and one-fourth (1-1/4) working days sick leave with pay for each month of service from the date of permanent appointment up to and including December 31<sup>st</sup> next following such date of appointment and fifteen (15) days sick leave with pay for each calendar year thereafter. If any employee does not require sick leave or utilizes only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year and he shall be entitled to such accumulated sick leave with pay if and when needed. Sick leave is defined to mean absence of any employee from duty 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/her immediate family critically ill and requiring the presence of such employee.

(a) "Immediate family" is defined as mother, father, step-mother, step-



father, spouse, child, step-child, foster child, mother-in-law, father-in-law, grandchild, sister, brother.

B. Unused sick days shall be sold back to the Employer under the following conditions,

1. Upon service or disability retirement under the New Jersey Public Employees' Pension Fund. The maximum monetary compensation shall not exceed Fifteen Thousand Dollars (\$15,000).

2. Any employee who has a minimum of sick time accrued of thirty (30) days may sell back to the Borough up to 10 days per year at a full rate per day.

(a) Employees shall submit to the Borough a request in writing by December 31<sup>st</sup> as to the number of days the employee wishes to sell back to the Borough.

(b) In the event of retirement or termination, the employee shall be entitled to compensation for sick days as accrued at the time of retirement or termination. No sick days shall accrue during any State disability period.

C. If any employee is absent for three (3) consecutive working days, or in cases where a pattern of abuse appears, the Mayor and Council may require acceptable evidence in writing from a physician of the reasons for the absence. The nature of the illness and the length of time the employee will be absent shall be stated on the doctor's certificate.

D. An employee who does not expect to report for work on any working day because of personal illness or for any of the reasons included in the definition of sick leave hereinabove set forth, shall notify the office as soon as practicable but not later than 7:00 a.m.

**ARTICLE 29**

**QUARANTINE OR EXPOSURE**

Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certification of the local health department.

**ARTICLE 30**

**MEDICAL INSURANCE**

A. The Employer shall provide at its expense, medical coverage through the New Jersey State Health Benefits Program (NJSHB) to each employee covered under this Agreement, or at its discretion may provide a plan equivalent thereto after discussion with the Union.

1. The benefits are in accordance with booklets of each plan available in the Borough Clerk's Office.

B. The Employer shall provide a prescription drug plan pursuant to the NJSHB Program.

1. The Employer shall have the right to change carriers provided the coverage is equal or better to the present coverage.

C. The Employer shall provide, at its expense, dental coverage under the Delta Dental Plan.

D. Upon retirement, the Employer shall provide at its expense full benefits for a specific period based on the following years of service:

<u>Years of Service</u>	<u>Benefits</u>
Twenty (20) years	One (1) year entitlement
Twenty Five (25) years	Two (2) years entitlement
Thirty (30) years	Three (3) years entitlement

E. The employee, at their discretion, may choose to give up either their health insurance plan, prescription plan, dental plan or all three and be compensated in cash on a monthly basis by the Employer at 25% of the Employers cost of said plans, subject to the rules and regulations of the New Jersey State Health Benefits Program.

F. The employee, after choosing to opt out of his/her health insurance benefits, for whatever reason, may opt back into all benefits, which had previously dropped at the Borough's expense, at the very next open enrollment period, or at any time in the event of a change in family status. The employee will pay the minimum mandated amount towards healthcare premium accordingly to N.J. law.

### ARTICLE 31

#### PENSION AND LIFE INSURANCE

The pension and life insurance plans shall be in accordance with the requirements of New Jersey law.

### ARTICLE 32

#### WORKERS' COMPENSATION

For all employees covered by this Agreement, the Employer shall carry workers'

compensation insurance, social security and other protective insurance as may be required by law, both federal and state.

### **ARTICLE 33**

#### **MILEAGE**

Employees required to travel in the pursuit of proper and necessary Employer business and are required to use their personal vehicles shall be reimbursed at twenty cents (\$.26) per mile, plus out-of-pocket expenses.

### **ARTICLE 34**

#### **CLOTHING**

A. The Employer shall provide, at its expense, the clothing as set forth in Paragraph C below which shall be replaced on a fair wear and tear basis only. The employee shall return the unserviceable item in order to be eligible to receive a new pair at the Employer's expense.

B. The Employer shall, at its discretion, pay to each employee for maintenance of the Borough uniforms or provide an alternate method of uniform maintenance. If the payment is made, it shall be paid in the last pay prior to Christmas.

1. Effective January 1, 2011, the sum shall be \$5.75 per week, effective January 1, 2011, \$5.75 per week, effective January 1, 2008, \$5.75 per week.

C. The initial items of clothing to be issued for each employee are as follows:

Seven (7) pants;

Seven (7) long sleeve shirts;

Seven (7) short sleeve shirts;

One (1) Eisenhower jacket with zip-out lining;

Two (2) pairs of safety shoes. All employees to be supplied with safety shoes not to exceed \$150.00 each in January and July with a maximum total cost of \$300.00.

One (1) pair overalls;

Five (5) T-shirts;

One (1) hooded sweatshirt with zipper.

In addition, foul-weather gear shall be made available as necessary.

D. Heavy duty insulated winter cover-alls, shall be issued to all union members to be used during the winter months.

### **ARTICLE 35**

#### **BULLETIN BOARD**

The Employer shall provide a bulletin board situated in a conspicuous area for the employee's benefits, along with a suitable clean area to partake in lunch.

### **ARTICLE 36**

#### **SAFETY AND HEALTH**

The Employer and the employees shall cooperate to maintain safe and healthful working conditions. Any condition which is believed to be unsafe and unhealthful shall be brought to the Employer's attention and the matter reviewed.

**ARTICLE 37**

**NON-DISCRIMINATION**

A. The Employer agrees that the provisions of this Agreement shall apply equally to all employees and that there shall be no intimidation, interference or discrimination because of age, sex, marital status, race, color or creed, national origin, union activity or political affiliation/activity.

B. References to the masculine tense shall include the feminine tense as well.

**ARTICLE 38**

**MEAL ALLOWANCE**

A. Any employee who is required to work extensive additional hours as a result of an emergency situation, such as snow plow work during severe inclement weather, shall be entitled to a meal allowance of \$6.00.

**ARTICLE 39**

**CREDIT UNION**

The Employer agrees to make payroll deductions for Teamsters Local 676 Federal Credit Union purposes if the employee has provided the Employer with a signed card so authorizing. Such deduction will only be remitted to the Credit Union once a week.

**ARTICLE 40**

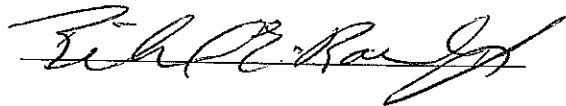
**TERMINATION**

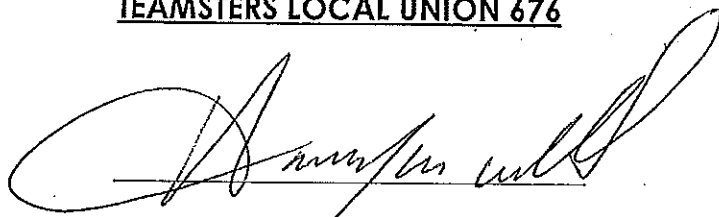
This Agreement shall become effective this \_\_\_\_ day of June, 20 \_\_\_\_, and shall remain in full force and effect through midnight, December 31, 2016, and from year-to-year thereafter, unless modified or terminated in the manner provided for in this Agreement. Either party seeking to change or terminate this Agreement must send written notice to the other party on or before sixty (60) days prior to the expiration of this Agreement.

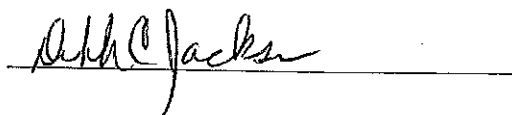
The parties hereto have executed this Agreement this 7 day of AUGUST, 2013.

**BOROUGH OF LINDENWOLD**

**TEAMSTERS LOCAL UNION 676**









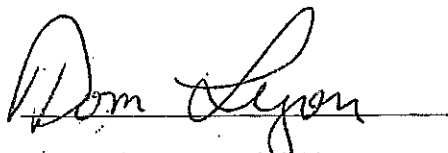
June 20, 2013

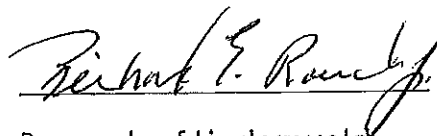
**Memorandum of Understanding**

The rate of pay under Article 13 of the collective bargaining agreement between Teamster Local 676 and Borough of Lindenwold is as follows:

<b>Laborer I</b>	James Barker	(20 years service)
<b>Laborer II</b>	Kevin Wells	
	Tom Pace	(< 5 years service)
	Zach Wojnar	
<b>Laborer III</b>	Daniel Conn	(< 2 years service)
<b>Laborer IV</b>	Rich Stijnsman	(> 6 years service)
<b>Laborer V</b>	Otto Heston	(> 10 years service)
<b>Working Foreman I</b>	George DiCuneo	(< 20 years service)
<b>Truck Driver I</b>	Wil Rodriguez	(< 20 years service)
<b>Sewer Pump</b>		
<b>Repair Foreman I</b>	Anthony Pizzo	(< 20 years service)

This letter is to clarify and identify the person(s) at each position on the pay categories in the collective bargaining agreement.

  
Teamsters Local 676

  
Borough of Lindenwold