

2195

AGREEMENT

This Agreement is made and entered into this 6<sup>th</sup> day of November, 1995, by and between the Borough of Laurel Springs (hereinafter referred to as "Employer") and United Food and Commercial Workers Union, Local 1360 (hereinafter referred to as "Union") chartered by the United Food and Commercial Workers International Union affiliated with the AFL-CIO, CLC.

ARTICLE I

PURPOSE

The Employer and the Union actively participated in joint negotiations through their authorized negotiating representatives with the purpose of promoting harmonious relations between the Employer and the Union; establishing an equitable procedure for the resolution of differences and establishing rates of pay, hours of work and other conditions of employment, which negotiations have resulted in this labor agreement establishing mutually satisfactory terms and conditions of employment, as more particularly hereinafter set forth.

ARTICLE II

RECOGNITION

The Employer recognizes the Union as the exclusive representative of all highway department employees and police call-takers (clerk typist), excluding all other employees, including but not limited to other clerical employees, police, guards, managerial executives, confidential employees and supervisors as defined by the Act. This Agreement shall be applicable to these classifications and such additional classifications as the parties may agree to in the future.

Whenever a new job classification is established, the Employer shall notify the Union of its position regarding the inclusion of said title in the bargaining unit and, if mutually agreeable, shall enter into negotiations with respect to salary and other terms and conditions of employment as may pertain specifically to such classification. Any dispute over inclusion of a title shall be resolved by PERC.

### ARTICLE III

#### CHECK-OFF AND AGENCY SHOP

A. The Employer agrees to check-off initiation fees and regular union dues, upon presentation to it of a lawful check-off authorization, executed by the employee.

B. The Union shall certify to the Employer the amount of regular union dues and fees to be deducted pursuant to the check-off authorization.

C. Said deductions shall be on a bi-weekly basis and remitted to the Union on a monthly basis.

D. The Employer agrees to deduct the representation fee in lieu of dues from the earnings of those employees who elect not to become members of the Union and transmit the fee to the Union as the majority representative.

E. The representation fee shall be eighty-five (85%) percent of the regular Union membership dues, fees and assessments and notice of said amount shall be furnished to the Employer in writing by the majority representative.

F. The Union agrees to establish and maintain a demand and return system in accordance with the provisions of state law.

G. Payment of the representation fee in lieu of dues shall commence on the 30th day following the beginning of an employee's employment in a position in the contractual bargaining unit or on the 10th day following re-entry into the contractual bargaining unit in a position included in the bargaining unit.

#### ARTICLE IV

##### GRIEVANCE AND ARBITRATION PROCEDURE

A. A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement

B. A grievance to be considered in this procedure must be initiated by the employee within fourteen (14) working days, (not including Saturdays, Sundays or holidays), from the time the employee knew or should have known of its occurrence.

C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

##### LEVEL ONE: INFORMAL PRESENTATION

An employee with a grievance shall first discuss it with his immediate supervisor/foreman, either directly or through the Union's designated representative with the objective of resolving the matter informally.

## **LEVEL TWO: DIRECTOR**

If the grievance is not settled through Level One, the grievance shall within ten (10) working days of the submission at Level One, be reduced in writing by the same employees and submitted to his/her Director, or any person designated by him and the answer to such grievance shall be made in writing, with a copy to the Union, within five (5) working days of submission.

## **LEVEL THREE: BOROUGH COMMITTEE**

If the grievance is not settled through Level Two, then the aggrieved shall have the right within fifteen (15) working days of the receipt of the answer at Level Two to submit such grievance to the Borough Committee. A hearing shall be held on the grievance and a written answer to such grievance shall be served upon the individual, with a copy to the Union, within ten (10) working days after the hearing has concluded.

## **LEVEL FOUR: ARBITRATION**

A. If the aggrieved is not satisfied with the disposition of the grievance at Level Three, the Union may proceed to arbitration by giving written notice thereof to the Borough Committee within thirty (30) calendar days after the decision at Level Three.

B. The Employer and the Union shall attempt to agree upon a mutually acceptable arbitrator and secure a commitment from said arbitrator to serve. If within twenty (20) working days after written notice of the intention to proceed to arbitration, the parties are unable to agree upon an arbitrator, a request for a list of arbitrators shall be made to the New Jersey Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of that agency.

C. The Arbitrator shall be limited to the Agreement and the issues submitted and shall consider nothing else. He/she can add nothing to, nor subtract anything from the Agreement between the parties. The decision of the Arbitrator shall be final and binding on the parties. The decision, in writing, with reasons for said decision included, shall be rendered within thirty (30) days of the completion of the Arbitrator's hearing.

D. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

E. The cost for the services of the arbitrator and the cost of the hearing room, if any, shall be shared equally between the parties.

## ARTICLE V

### SENIORITY

A. Seniority is defined as the employees' accumulated length of service with the Borough beginning with the original date of hire. Seniority lists shall be established by the Borough one (1) time each year and submitted to the Union.

B. When a position becomes available it shall be posted and interested, qualified employees shall be considered in accordance with seniority prior to recruiting from the outside.

C. Employees returning from military service shall be restored to work and have their wages and classification determined by the then existing laws provided they apply for work within ninety (90) days of the employee's discharge, or longer if provided by law.

D. In the case of a demotion or layoff, seniority shall be the determining factor so long as qualifications are substantially the same. The Employer shall give a minimum of thirty (30) days notice to the Union and the employee of an intended layoff.

## ARTICLE VI

### LEAVE OF ABSENCE

The Employer may grant the privilege of a leave of absence without pay for an appropriate reason to any employee. Such approval shall be the unilateral right of the Mayor and Council to approve and such decision shall not be subject to the grievance procedure. Leaves shall not exceed six (6) months at any one time. Leaves for military service shall be governed by applicable law.

## ARTICLE VII

### JURY DUTY

Employees shall be given time off without loss of pay when performing jury duty so long as the employee presents appropriate documentation of jury duty to the Employer. All jury duty pay received by the employees in excess of \$10.00 per day shall be reimbursed to the Employer.

## ARTICLE VIII

### COURT TIME

Employees shall be given time off without loss of pay when subpoenaed to appear as a witness in a case when they are not a party before any court, judicial, or quasi-judicial body.

## ARTICLE IX

### UNION ACTIVITIES

A. There shall be no discrimination against any employee because of union membership or activities, nor shall there be any discrimination in employment because of race, color, creed, age, sex, marital status, religion, political affiliation or handicap.

B. The Union may provide a bulletin board at the employees' work location or may use a portion of a Borough bulletin board designated by the Superintendent of Public Works.

C. The Shop Steward shall be permitted to handle Union representation matters during working hours without loss of pay up to a maximum of one hour per week, and employees shall be paid for all time spent in mutually scheduled grievance meetings and negotiations sessions if scheduled during regular working hours.

D. The Union will furnish the Employer with the name of the steward, in advance, in writing, which may be changed from time to time as necessary.

## ARTICLE X

### DISCIPLINE

A. No employee shall be reprimanded, suspended, fired, demoted, discharged or otherwise disciplined without just cause. The Employer shall give written notification to the affected employee and the Union when any such disciplinary action (except oral reprimands) is taken. All discipline shall be subject to the provision of the grievance procedure.

B. No meetings shall be held between any supervisor and any employee under this agreement at which disciplinary action is taken or from which disciplinary action may result,

without the presence and participation of a union representative if such representation is requested by the affected employee.

C. All new employees shall be subject to a ninety (90) day probationary period commencing with the date of hire. An employee discharged during the probationary period shall have no recourse to the grievance and/or arbitration provisions of this Agreement to contest the discharge.

## ARTICLE XI

### HOURS AND OVERTIME

A. The basic work week before overtime shall be five consecutive days, Monday through Friday, as follows:

1. Full time highway department (more than twenty (20) hours per week, on average per month) - Eight (8) consecutive work hours per day between 7:00 a.m. and 6:00 p.m. with one hour lunch. The current starting and quitting times will not be changed without thirty (30) days advance notice to the Union and the opportunity for discussion. Any change in work hours will be scheduled within the 7:00 a.m. to 6:00 p.m. time frame.

2. All full time employees shall be guaranteed forty (40) work hours per week in accordance with paragraph A.1. above.

3. Police call-taker (clerk/typist) - 10:00 a.m. to 3:00 p.m., as currently scheduled, with forty-five (45) minutes lunch.

4. Part time highway department - up to twenty (20) hours per week on average per month.

B. All hours worked by full-time employees in excess of eight (8) hours per day and/or in excess of forty (40) hours per week, or all hours worked on Saturday, Sunday or holiday, shall be compensated at the rate of one and one-half (1 1/2) times the employee's hourly rate.



C. All hours worked by part-time employees in excess of forty (40) hours per week, or all hours worked on a Saturday, Sunday or holiday shall be compensated at the rate of one and one-half (1 1/2) times the employee's hourly rate.

D. Each employee shall be entitled to one fifteen (15) minute break for each half-day of work (four (4) or more hours).

E. Overtime work shall be rotated by seniority in the job classification within which the overtime opportunity exists. Work regularly performed by members of the bargaining unit, as opposed to the foreman, shall be assigned to said employees except in cases of a demonstrated emergency.

F. Overtime shall be paid to employees in their paycheck no later than the pay period following the pay period in which it is earned. Compensatory time in lieu of overtime pay may be received by the employee if mutually agreed to by both the employee and the Employer.

## ARTICLE XII

### CALL IN TIME

Any employee who is requested by the Employer and must return to work or return to the performance of regular duties during periods other than during his/her regularly scheduled basic work week, shall be guaranteed a minimum of one hour of pay if the call in time takes place between 6:00 a.m. and 6:00 p.m., Monday through Friday, and shall be guaranteed a minimum of two hours pay if the call in takes place other than between 6:00 a.m. and 6:00 p.m., Monday through Friday, regardless of the number of hours actually worked.

**ARTICLE XIII**

**SICK LEAVE**

A. Full time employees shall be entitled to paid sick leave at the rate of six (6) working days during each year of employment, with no accumulation. After ninety (90) days of employment, part time employees shall be entitled to the same paid sick leave on a pro-rated basis to be scheduled in hours. (For example, an employee working twenty (20) hours per week on average per month shall be entitled to fifty (50%) percent of a full-time employee's sick leave entitlement, or 24 hours per year, to be used in a manner consistent with the employee's particular work schedule.)

**ARTICLE XIV**

**WORKER'S COMPENSATION**

Employees absent due to work related injury shall be compensated at one hundred (100%) percent of their applicable rate during the first seven days of absence which shall not be chargeable to their sick time. Thereafter, the employee shall continue to receive his/her regular salary and shall remit back to the Borough his/her weekly income benefits from Workers' Compensation.

**ARTICLE XV**

**HOLIDAYS**

A. All work performed on legal holidays below, shall be compensated at one and one-half (1 1/2) times the employee's regular hourly rate, in addition to regular holiday pay. Regular holiday pay for a day not worked due to a holiday is defined as an employee's daily rate at a straight time rate.

B. Holidays which fall on a Saturday shall be celebrated on the preceding Friday.

Holidays that fall on Sunday shall be celebrated on the following Monday.

C. During the time of this Agreement, the following holidays or the days observed as such shall be celebrated:

|                  |                           |
|------------------|---------------------------|
| New Year's Day   | Presidents' Day           |
| Good Friday      | Memorial Day              |
| Independence Day | Labor Day                 |
| Veterans' Day    | General Election Day      |
|                  | Thanksgiving Day          |
|                  | Friday after Thanksgiving |
|                  | Christmas Day             |

D. After one year of employment, part time employees shall be entitled to holiday pay provided the holiday falls on a day the employee would have otherwise been scheduled to work.

## ARTICLE XVI

### PERSONAL DAYS

A. All full time employees shall be entitled to two (2) non-accumulative personal leave days, within each calendar year. After ninety (90) days of employment, part time employees shall be entitled to take one (1) of their regularly scheduled work days as a personal leave day during each calendar year of employment. Each personal day, for full time employees only, may be taken as two half days, but not in individual hours. Except for an emergency, an employee must request personal leave forty-eight (48) hours in advance of the proposed time off.

## ARTICLE XVII

### VACATIONS

A. All full time employees shall be entitled to annual vacation with pay in accordance with the following schedule:

1. During the first year of employment - no vacation.
2. Upon completion of one (1) year of service - five (5) days vacation.
3. Two (2) years of service but less than eight (8) years of service - ten (10) days vacation.
4. Eight (8) years of service but less than fifteen (15) years of service - fifteen (15) days vacation.
5. Fifteen (15) years of service or more - twenty (20) days vacation.

B. Years of service shall be calculated based on the employee's anniversary date of hire and shall include both full and part time service.

C. Part time employees shall be entitled to paid vacation in accordance with the following schedule:

1. During the first year of employment - no vacation.
2. Upon completion of one year of service - one (1) week vacation equal to the employee's scheduled work week.
3. After completion of three years of service - two weeks vacation equal to the employee's scheduled work week.

D. Unused vacation time may be carried over to March 31 of the year following the year in which the vacation time was earned.

E. Any employee who leaves employment with the Employer shall be paid for all unused earned vacation leave. For purposes of this provision only, annual vacation shall be deemed to be earned on a prorated monthly basis commencing with the employee's anniversary date and shall be paid for accordingly upon the employee's departure.

### **ARTICLE XVIII**

#### **HEALTH BENEFITS**

A. The Borough shall provide all full time employees covered by this Agreement, at no cost to the employee, comprehensive medical coverage for the employee and/or his/her dependents, including basic hospitalization and major medical beginning with the date of mandatory enrollment in the New Jersey State Health Benefits Plan. If a bargaining unit employee wishes to be covered under this Plan during the period between his/her hire date and the date of mandatory enrollment, the Borough shall enroll the employee and his/her dependents and the Borough and the employee shall each be responsible for fifty (50) percent of the cost of the Plan for this time period.

B. The Borough shall enroll all employees in the New Jersey Temporary Disability Insurance Plan.

### **ARTICLE XIX**

#### **BEREAVEMENT LEAVE**

All employees shall be entitled to up to four (4) work days off, with full pay, at the time of death through the day after the date of burial, in the employee's immediate family. The "immediate family" shall mean the employee's father, mother, wife, husband, child, brother, sister or any member of the employee's immediate household living with the employee for a

period of at least one (1) year. All employees shall be entitled to one (1) work day off, with full pay, at the time of death of the employee's grandparents, nephews, nieces, uncles, aunts, father-in-law, mother-in-law, brother-in-law or sister-in-law.

**ARTICLE XX**

**RATES OF PAY**

A. Effective January 1, 1995, all employees will receive a wage increase of four (4) percent in their hourly rate so that the minimum hourly rates of pay for each classification will be as follows:

|                          | <u>Start</u> | <u>After<br/>90 Days</u> | <u>After<br/>1 Year</u> | <u>After<br/>2 Years</u> |
|--------------------------|--------------|--------------------------|-------------------------|--------------------------|
| Mechanic/<br>Driver - FT | \$7.96       | \$8.52                   | \$9.09                  | \$9.83                   |
| Laborer/<br>Driver - FT  | \$6.53       | \$7.09                   | \$7.66                  | \$8.68                   |
| Clerk/<br>Typist - PT    | \$6.35       | \$6.64                   | \$6.93                  | \$7.38                   |
| Laborer - FT             | \$5.74       | \$6.25                   | \$6.81                  | \$7.38                   |
| Laborer/<br>Driver - PT  | \$5.74       | \$6.25                   | \$6.81                  | \$7.38                   |
| Laborer - PT             | \$5.74       | \$6.53                   | \$6.53                  | \$7.09                   |

B. Effective January 1, 1996, each employee will receive an increase of four (4) percent in their hourly rate and all classifications set forth in Section A above will likewise be increased by four (4) percent.

C. When an employee moves to a higher rated classification as set forth in Section A above, the employee's rate of pay shall begin at the starting rate for the new classification unless, as a result, the employee will incur a reduction in pay. In that case, the employee shall be paid at the first level which would result in an increase in rate. The effective date in the higher classification shall thereafter determine the employee's advancement through the wage progression. When an employee moves to a lower rated classification, the employee shall remain at the same step of the wage progression in the new classification as was applicable in his/her former classification.

D. Employees who are both on the employer's payroll and in possession of a commercial driver's license as of January 1, 1995, shall receive an additional fifty cents (\$.50) per hour above their applicable rates set forth in Section A above, for all hours worked.

Effective January 1, 1995, any employee who obtains a commercial driver's license at the request of the employer shall be paid fifty cents (\$.50) per hour above their applicable rate set forth in Section A above, for all hours worked.

The employer agrees to reimburse employees for the costs of obtaining their commercial drivers' licenses.

## ARTICLE XXI

### MISCELLANEOUS

A. Employees covered by this Agreement shall be entitled to inspect their personnel file upon written request to the Director of Public Works and the Borough Clerk, with reasonable notice.

B. The Employer may establish reasonable and necessary rules of work and conduct for employees. No new rules or modifications of existing rules shall be established without prior notice to the Union and compliance with the requirements of NJSA 34:13A-5.3.

C. This Agreement shall be equitably applied to all employees covered by this Agreement.

D. The Employer shall at all times maintain safe and healthful working conditions and will provide employees with any wearing apparel or anything required by the Borough's insurance company.

E. Full time employees shall continue to receive rental work uniforms and maintenance thereof from the Borough. Part time employees who work an average of ten (10) hours per week, or more, shall, after one year of employment, receive three (3) rental work uniforms per week and maintenance thereof, from the Borough.

F. The Employer will purchase one pair of regular work boots per year for each full time employee who has worked a minimum of 90 days for the Borough. The Employer will purchase one pair of regular work boots every other year for each part time employee who has worked a minimum of one year for the Borough. Work boots will be purchased no later than July 1 of each year at a cost not to exceed \$100.00 per pair.

G. The Employer will provide all employees with insulated jumpsuits and maintenance thereof for use during the winter months.

H. For safety purposes, employees shall be required to wear uniforms and boots provided by Employer during working hours. Employees who are in violation of this Rule shall be prohibited from working until such time that they report to work in uniform and boots.



Employees shall not be compensated for the period of time necessary to retrieve their uniforms and boots and report back to work. In accordance with this Rule, the employer shall provide employees with uniforms which are clean, seasonally appropriate and of the proper size.

I. Employees required to use their own vehicles for authorized Borough business shall be reimbursed at \$0.20 per mile as well as for authorized out-of-pocket expenses.

J. Employees shall be reimbursed for all courses of study completed by the employee so long as the Borough approves in advance of the employee's intended enrollment; the course is relevant to the employee's duties and responsibilities as a Borough employee; and the employee presents proof of successful completion of the course.

## ARTICLE XXII

### MANAGEMENT'S 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 other property, is the exclusive right and duty of the Employer.

B. The Employer has the sole right to hire, lay off, transfer and promote employees subject to the provisions of this agreement, and for just cause, to demote, suspend or discharge employees. The Employer has the exclusive right to control 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, subject to the requirements of NJSA 34:13A-5.3, to establish and maintain reasonable rules and regulations governing the

operation of the Borough, a violation of which shall be among the causes for disciplinary action. These rights shall be exercised with due regard for the legal rights of the employees, and further the Employer shall not exercise these rights in violation of the specific provision of this Agreement.

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 surrendered 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

D. Nothing contained herein shall be construed to deny or restrict the employer of its powers, rights, authorities, duties and responsibilities under R.S. 40 and R.S. 40A or any other national, state, county or local laws or ordinances.

### ARTICLE XXIII

#### SEPARABILITY

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

ARTICLE XXIV

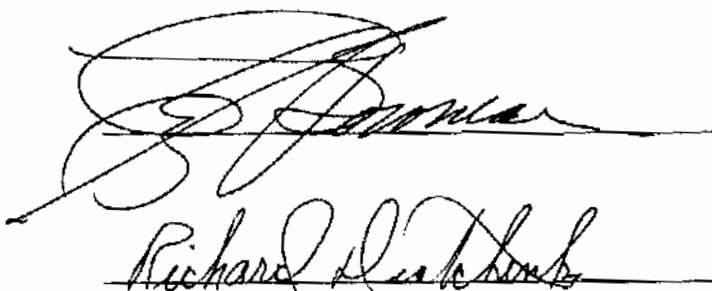
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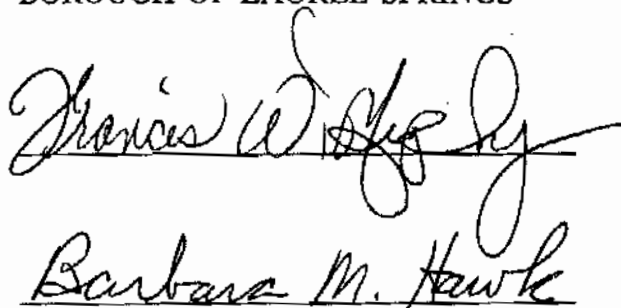
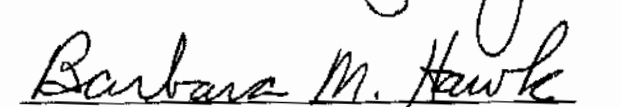
This Agreement shall be effective retroactively as to wages, sick leave, personal days and vacation only to January 1, 1995 and shall continue in effect until December 31, 1996, subject only to the Union's right to negotiate over a successor agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives.

UFCW LOCAL 1360

BOROUGH OF LAUREL SPRINGS

  
Richard DeLoach

  
Francis W. DeLoach  
  
Barbara M. Hawk

Dated: \_\_\_\_\_

Dated: 11-27-95