

AGREEMENT

BETWEEN

BOROUGH OF BELLMAWR

AND

**LOCAL 2278-B
AFSCME COUNCIL 63
COVERING
PUBLIC WORKS EMPLOYEES**

JANUARY 1, 2019 TO DECEMBER 31, 2023

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AGREEMENT

THIS AGREEMENT entered into upon the date as shown by the last signatory hereto, as entered into between the BOROUGH OF BELLMAWR (hereinafter called the "Borough"), and Local 2278-B AFSCME Council 63 Covering Public Works Employees (hereinafter called the "Union").

SECTION 1 - PURPOSE: It is the intent and purpose of the parties hereto that this agreement covering rates of pay and conditions of employment will promote and establish a basis for securing cooperation, harmony and good will between the Borough and the employees of the Public Works, Highway, Sewer , Water & Recreation Departments

It is recognized that by granting benefits as set forth herein, the Borough is adding to its cost of operation and this Agreement is made with the understanding its members will cooperate with the Borough in promoting better efficiencies. It is further recognized that such cooperation is necessary for the good and welfare of all the citizens of the Borough.

In consideration of the obligations assumed by the Borough in this Agreement, the employees recognize their responsibilities to secure and sustain maximum effort per employee during the term of this Agreement in order that the Borough may receive a fair day's work for a fair day's pay as provided for in this Agreement. The employees are fully in agreement with the objective of employee's performance and efficiency consistent with safety, good health and sustained effort.

SECTION 2 - RECOGNITION: The Borough recognizes and acknowledges that the employees of the Department of Public Works for the purpose of Collective bargaining. The parties acknowledge that part time, temporary, and seasonal employees shall not be members of the bargaining unit.

The accredited representative of the Employees may interview individual members during working hours for the purpose of investigating grievances which have been filed by the Employees; provided, however, that activities do not interfere with the operation of the plant and, provided further, that such permission to do so first secured from the Borough.

SECTION 3 - NON-DISCRIMINATION: There shall not be any discrimination against anyone covered by this Agreement because of race, color, creed, religion, age, union affiliation or national origin.

SECTION 4 - OPERATIONS COVERED: The execution of this Agreement on part of the Borough is intended to cover all operations which the Borough may place within the responsibility of the Public Works, Highway, Sewer, Water & Recreation Departments in the Borough of Bellmawr.

SECTION 5. - STRIKES AND LOCK-OUTS: It is understood that there should be no strike, sit down, slow down, work stoppage or limitation upon production during the existence of the Agreement, nor shall any officer, representative or official of the employees authorize, assist or encourage any strike, sit down, slow down, work stoppage or limitation upon production during the existence of this agreement.

The Borough reserves the right to discipline and/or discharge any employee or employees who violate provision of this section, in the event of a slow down or limitation.

Upon production, the employees may grieve the action taken by the Borough in the event of a discharge or discipline of any employee. The Borough will not engage in any lockout during the existence of this Agreement.

SECTION 6 - EMERGENCIES: All employees shall be available and on standby during any emergency as determined by the Borough. Should an emergency be declared by the Mayor or his authorized representative, then in that event, all employees agree that they shall notify the Borough of their whereabouts at all times during the existence of the emergency. One (1) man will be on each truck during an Emergency (Snowstorm) unless specified by a supervisor.

SECTION 7 - VACATIONS: The vacation schedule is as follows:

1. Employees with less than one year's service shall receive no vacation time.

1 to 3 years	5 days
3 to 10 years	10 days
10 to 15 years	15 days
15 years to 30 years	20 days
30 years and over	25 days

2. Vacation may be taken in separate days and not consecutively only if agreed to by the employee and his supervisor.

3. Vacation time may not be accumulated from year to year.

4. Vacation time to be pro-rated in accordance to time worked in a calendar year (excluding Workmen's Comp).

If any employee's anniversary date of service falls before the end of a calendar year, said employee is entitled to his/her additional time within that remaining calendar year and must be taken within that calendar year from their anniversary date.

Promptly after January 1st of each calendar year, every eligible employee shall specify to his supervisor the vacation period they desire by employee. However, longer service employees will be given preference as to choice. No changes in vacation schedules may be made after March 1 of any year. It is understood that no more than one employee shall be on vacation at a time unless agreed to by the supervisor. In the event one of the holidays recognized in this Agreement falls within an employee's vacation period, they shall not receive extra pay for such holiday, but shall be entitled to receive one extra day vacation.

SECTION 8 - HOLIDAYS: The following are to be considered holidays for the employees covered by this Agreement:

New Year's Day

Labor Day

President's Day

Columbus Day

Good Friday

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

Three (3) Personal Days

Two (2) Floating Holidays for Martin Luther King Day and General Election Day

When any of the foregoing holidays fall on a Sunday, the following day is declared to be a legal holiday. Such legal holidays will be recognized as such for the purpose of this Agreement. Holidays recently changed by Federal Law will be celebrated on the date so specified. Holidays falling on Saturday will be celebrated on Friday before the Holiday. When two (2) holidays fall in the same week, holidays will be split and second holiday will be celebrated on the following Monday. To be eligible for a holiday, employee must work the day before and the day after to receive holiday pay. Employees to give employer 48 hours notice in order to receive Personal day to be controlled by Supervisor. Personal Days may be used for emergency call out by employee.

SECTION 9 - HOURS AND OVERTIME: For the purpose of this Agreement, the payroll week for any employee shall be defined as beginning on Friday and ending on Thursday of each week, and a day shall be defined as a consecutive twenty-four hour period, beginning 12:01 A.M. time and one-half shall be paid for all time worked in excess of forty (40) hours in one payroll week. This shall be based on one and one-half times the employee's regular hourly rate.

Overtime payments shall not be duplicated or pyramided for the same hours worked, and to the extent that hours are compensated for by overtime rates under one provision of this Agreement and they shall not be counted as hours worked in determining overtime payment under any other provision of this Agreement.

Any paid day will count as a day worked for considering overtime pay.

SECTION 10 - GUARANTEED WORK WEEK: The Borough agrees that any employee who commences work in any regular work week as established for his particular job will be permitted to

work forty (40) hours during the course of that week, provided however, that should there be insufficient work to be able to keep the said employee employed at the particular task to which he was assigned, at the discretion of the supervisor of the department, the said employees can and will be assigned to other work detail which he will proceed to complete.

Should any employee refuse to carry out the said work details, this guaranteed workweek is invalid.

SECTION 11 - CALL OUT TIME: If an employee is called back to work after completing his scheduled day's work, the employee shall be paid for three (3) hours at one-and-a-half (1 1/2) times the employee's normal hourly rate.

SECTION 12 - MEALS: Meals may be provided at the discretion of the Borough after four (4) hours of overtime.

SECTION 13 - JURY DUTY: The Borough agrees that once each year any person covered by this Agreement who is called for County, State or Federal Petit or Grand Jury service will receive his regular base of pay without bonus for each regularly scheduled work day spent on jury duty, less that amount which he may receive from the government unit within which he is serving on jury duty.

SECTION 14- SENIORITY PRINCIPLE: The seniority of a regular employee is determined by the length of his service computed in years, months and days from the first day of his last continuous employment. The Borough recognizes the principle of seniority and the Employees recognizes -the need of maintaining the efficient work force. Therefore, seniority as used under this section pertains to the situation when making lay-off recall and vacation selection and emergency overtime selection, provided the employee involved can qualify to perform that work to be assigned.

New employees and those hired after a break in continuous service of more than twelve (12) months due to lay-off will be regarded as probationary employees for the first ninety – (90) days of work and will not receive any seniority during such period.

It is understood that the discharge of an employee during the probationary period is not a matter for grievance. When a probationary employee becomes a regular employee he shall receive credit for seniority purposes for the actual number of hours worked during said probationary period. Any employee will lose his seniority and his name will be removed from the seniority list for the following reasons:

- a. If the employee quits or is discharged;
- b. If laid-off for more than twelve (12) months
- c. Absence for three (3) or more consecutive working days without just cause or without notifying the Borough unless it is manifestly impossible to give such notice;
- d. Failure to report to work at the expiration of a leave of absence;
- e. Unjustifiable failure to be available for work during an emergency situation;
- f. If the employee accepts any gainful employment when on a granted leave of absence; or
- g. If a laid-off employee fails to reply within 72 hours after a receipt of a certified letter recalling said employee to work.

SECTION 15 - SEPARABILITY PROVISION: If any provision of this contract shall be held invalid or in conflict with the law, the remainder of said contract shall not be affected thereby.

SECTION 16. - MANAGEMENT'S RIGHTS: The Borough of Bellmawr and its proper officers and persons designated by said officers are and shall be responsible for the direction of the employees including the right to hire, assign, suspend, transfer, promote, discharge of discipline for just cause and to maintain discipline and efficiency of its employees. The Borough shall have the right to relieve employees from duty because of lack of work or other legitimate reasons.

It shall also have the right to determine the extent to which the department shall be operated in the event of any change of methods or procedures on how to use equipment, the right to establish schedules, to introduce new or improved methods or facilities and to extend, limit or curtail its

operations as deemed necessary for the promotion of efficiency within the department and for the betterment of the citizens of the Borough of Bellmawr.

The above statement of the Borough functions shall not be deemed to exclude other functions not listed herein merely because of said enumerations as it is recognized that the, Government functions of the Borough of Bellmawr are not intended to be limited by its employees.

SECTION 17 - PHYSICAL CAPABILITY: Applicants of initial employment and/or re-employment after a layoff or absence of thirty (30) days or more, due to illness or injury may, at the Borough's election, be required to submit to a physical examination by a physician as designated by the Borough, at the expense of the Borough. The Borough may, should it deem necessary, require medical examinations annually or on such other occasions, as deemed necessary by the Borough. The Borough will not hire or re-employ any person whose medical condition is determined to be such that his working could endanger himself or other employees.

The Employees reserves the right to require such employees to undergo a medical examination should it not agree with the Borough's examination that said employee would endanger himself or other employees because of his medical condition.

SECTION 18 - SAFETY AND HEALTH: The Borough and the employees will cooperate in the continuing objective to eliminate accidents and health hazards. The Borough shall continue to make reasonable provisions for the health and safety of its employees during the hours of their employment. Failure to wear all provided safety gear will result in disciplinary action.

SECTION 19 - GRIEVANCES: Should any differences arise between the Borough and the employed by the Borough, as to the meaning and application of our compliance with the provisions of this Agreement, there shall be no suspension of work on account of such differences, but an earnest effort shall be made to settle such differences immediately through the following procedure in the

order specified, and no additional method of adjustment may be resorted to where the matter has been settled by a previous method.

- (1) Between the Shop Steward, the aggrieved employee and foreman or head of the department involved. Must be filed within 5 days.
- (2) Between the representative of the Union, the Shop Steward, the aggrieved employee and the Borough Clerk and/or Director of Personnel of the Borough. Must be filed within 10 days.
- (3) In the event that any grievance or dispute relating to the meaning of and application of or compliance with the provisions of this Agreement is not settled under any of the foregoing steps of the grievance procedure, such dispute may be referred by either party to an impartial arbitrator to be appointed by mutual agreement of the parties. Must be filed within 15 days.

In the cases where the Borough and the Employees are unable to agree upon the impartial arbitrator within fifteen (15) days after the conclusion of the meeting between the parties, provided for in Step (3) above, then on application of either party, the American Arbitration association shall be requested to designate the impartial arbitrator in accordance with its existing practice. Any impartial arbitrator designated hereunder, to whom any grievance or dispute shall be submitted in accordance with the provisions of this Agreement, shall have jurisdiction and authority only to apply and interpret the provisions of this Agreement, insofar as may be necessary to the determination of such grievances.

SECTION 20 - LEAVE OF ABSENCE & DEATH BENEFITS:

Reason:

1. Death of spouse, child, mother, father, brother, sister,

Basis of Pay: Full Straight-time pay. Maximum Duration Each Occurrence: Not more than time actually needed and in no event more than five (5) days.

2. Mother-in-law, father-in-law, and grandparents. Maximum Duration Each Occurrence: Not more than time actually needed and in no event more than three (3) days.

Employee shall be allotted 1 day each year for death benefits for family members such as aunts and uncles not covered by Death Benefit Clause, to be granted by supervisor only.

2. Employee business of the following nature: (a) Attendance at meeting for any purpose called at the request of the management. Basis-of Pay: Full straight-time pay, should meetings be conducted during working hours only and only as to the matter, which relates to management Employee regulations. Maximum Duration Each Occurrence: As required, (b) Arbitration meetings and grievance procedure meetings. Any employee desiring leave of absence from his employment shall secure written permission from both the employee and the employer. The maximum leave of absence shall be for thirty (30) days, and may be extended for like periods. Permission for extension must be secured from both the Union and the employer. The Employee and the Borough will jointly determine whether said employee is to be given seniority credit while on leave of absence.

During the personal leave of absence, the employee shall not engage in gainful employment in any industry. Failure to comply with this provision shall result in termination of employment unless otherwise determined by the Borough and the Employees.

SECTION 21 - SUB-CONTRACTING: From time to time, the Borough may find it necessary, because of a particular work demand, to engage in sub-contracting to perform some of the work which might otherwise be performed by the employees. This right of sub-contracting is specifically reserved as part of the management and operation of the work of the Borough. No contractor will be engaged to displace the regular employees.

SECTION 22 SHARING OF OVERTIME: In so far as reasonably possible, overtime shall be distributed equally within each department, at the sole discretion of the supervisor. Availability of employees may be considered.

SECTION 23 - SALVAGE AND SCAVENGERS: No employee covered by the terms of this Agreement may take possession for sale of any of the salvaged trash or articles, which may come into his personal possession during the working hours.

SECTION 24 - EMPLOYEE RESPONSIBILITY FOR DAMAGE TO EQUIPMENT: It is recognized by the Employees and the Borough that the equipment provided to each employee should be in good operating condition. In that regard, the Borough agrees to maintain said equipment to the best of its ability and each employee is responsible for willful or careless damage while operating equipment. Employee must fill out daily operating sheets to be completed at the end of the workday. Safety violations must be written up immediately and reported to maintenance staff or disciplinary action shall occur.

SECTION 25 - DISCIPLINARY PROCEDURES:

A. Ground for Immediate Discharge

1. Employees shall be subject to immediate discharge for the following causes:
 - (a) Reporting to work under the influence of drugs or alcoholic beverages;
 - (b) Being in possession of drugs or alcoholic beverages during the workday;
 - (c) Sleeping on the job;
 - (d) Theft;
 - (e) Refusal to follow a lawful order by a supervisor;
 - (f) Gambling on the Company Premises;
 - (g) Creating fire hazards;
 - (h) Continued absence without leave;
 - (i) Fighting;
 - (j) Insubordination (as per dictionary)

B. Progressive Discipline: In other cases involving improper act by employees, the employer shall, on the first offense, orally discuss the matter with the employee and the Shop Steward involved and prepare a written Record of Discussion setting for the situation.

This Record of Discussion shall be kept in the employee's file with a copy thereof being given to the employee. In the event of a subsequent offense, the Borough may suspend the employee involved for a period not to exceed two (2) days. This offense shall also be reduced to writing with the employee receiving a copy thereof. On any additional offense, the employee is subject to discharge.

C. In the event of a suspension involving one employee, the suspension shall commence immediately upon the suspension decision being made by the Borough. However, where the suspension involves more than one employee, the Borough may stagger the times for the serving of the suspension by the employees involved

D. In the event of any discipline being imposed upon an employee, the Borough shall notify the Shop Steward as soon as possible, but no later than twenty-four (24) hours thereafter, provided that when the termination of the twenty-four (24) hour period falls on a Saturday, Sunday or Holiday the notification shall be given as early as possible on the next business day. In the event of the Shop Steward's absence, the Borough shall give notice to the Assistant Shop Steward.

SECTION 26 - DISCHARGED: Notwithstanding that certain situations have been enumerated herein which may require immediate discharge of various employees, it is hereby agreed that the Borough may discharge an employee for just cause, subject to the utilization of a grievance procedure set forth herein by said employees. During his ninety (90) day probationary period a Borough employee may be discharged without notice and there shall be no recourse to the grievance procedure.

SECTION 27 - BREAK AND LUNCH POLICY: Each employee shall also be entitled to a one 30 minute lunch break to commence no sooner than 12:00 noon. However, if mutually agreed by the supervisor and employees, the employee may take less time and end the workday sooner.

SECTION 28 - CLOTHING ALLOWANCES: The Borough agrees to provide three (3) shirts, three (3) long sleeved shirts, three (3) pairs of pants, rain gear and one (1) jacket per contract unless worn out. Reasonable substitutions may be made when ordering (i.e. Pants may be industrial work pant, denim jeans, cargo pocket, etc. More t-shirts may be ordered in lieu of long sleeved, etc.). Worn out jackets and pants must be turned in to get replacements. The Borough agrees to provide \$250 per employee per year for boots in the form of a reimbursement to be issued in a check separate from bi-weekly payroll. Safety shoes must be worn by employees during working hours. All uniforms are to be purchased by the Borough, and uniforms will be worn by employees during working hours. Any employee not dressed in uniform during working hours may be sent home without pay.”.

SECTION 29 --FIRE WATCH: All employees shall be required to assist in local fire and emergency protection conditions, unless directed by Supervisor.

SECTION 30 ILLNESS OR INJURY: Any employee who is absent because of illness or injury shall accumulate seniority for the purpose of determining his place on the seniority lists up to a period of the two (2) years. After, one (1) year, his situation shall be reviewed by the Union and the Borough to determine whether said employee shall be removed from the seniority list.

SECTION 31 - WORK PERFORMED BY COVERED EMPLOYEES ONLY: Employers, representatives or supervisor may perform work in any classifications covered by this Agreement if all employees within the bargaining unit covered by this Agreement are scheduled to work at that time.

SECTION 32 -SHOP STEWARDS: The Union may select from the employees covered by this Agreement, Shop Stewards whose duties as Steward shall not interfere with their work for the Borough. The Borough shall in no way discriminate against an employee because they are Shop Steward.

SECTION 33 - NOTICE OF LAY-OFF: The Employer agrees to give one (1) week's notice, whenever making permanent lay-off, to the employee and the Shop Steward. The Borough agrees to give (2) two week's notice, whenever making a permanent employee lay-off, notice shall be given to the employee

and the Union Shop Steward. Where such notice is not given in writing, the Borough shall pay the permanent employees two (2) weeks wages in lieu thereof.

In the event that layoffs are necessary, the Borough agrees that any layoffs shall be conducted in inverse order of seniority within each public works division.

SECTION 34 – MILITARY SERVICE: After receipt of notification to report for physical examination for induction into the military service of the United States of America, the employee may at his option, enlist in any branch of the United States Military Service and have such re-employment rights and privileges as provided by Federal Selective Service Act and any amendments thereto for a period of not more than one (1) enlistment and is further provided that he makes application for his reemployment rights within three (3) months after his discharge. The employee shall also be entitled to those maximum benefits in effect at the time his military service and/or training obligation ends. In order to make a place for such employees upon his return to the Borough, any person who as a result of the absence of such employee, has been promoted, transferred or hired shall be subject to demotion, transfer or lay-off as the case may be.

Any employee who desires to benefit in accordance with the provisions of this section must have received an honorable discharge from the military service and still be qualified to perform the duties of the position.

SECTION 35 LEAVING BARGAINING UNIT: Any employee within the Agreement who elects to become part of management shall lose all seniority rights after one (1) year if the employee elects to stay in management. If the employee decides to return to the Bargaining Unit at the end of the one (1) year, he may do so without loss of seniority rights.

SECTION 36 INSPECTION PRIVILEGES: Access to Premises: A Business Agent or Organizer of the Union shall have access to the job site at any time during working hours for the purpose of adjusting

employer-employee disputes, investigating working conditions and ascertaining that the Agreement is being adhered to.

SECTION 37 – SEPARATION OF EMPLOYMENT: Upon separation of employment, the employer shall pay all monies due to the employee including earned vacations and personal time within one (1) week. Upon quitting, the employer shall pay monies due the employee including earned vacations on the regular payday of the employee in the week following such quitting. Separated employees shall be paid for unused vacation and personal time at a pro-rated rate. Employees shall not be entitled to payout for unused sick leave upon any separation, termination, and/or retirement. Resigning employees must give two (2) weeks' notice for payout of unused time. If an employee is terminated for cause, the employee shall not be entitled to payout of any unused vacation, personal, and/or sick time.

SECTION 38 – CONDITIONS OF WORKSAFETY: Report of Defective Equipment Employee shall immediately, or at the end of their shift, report all defects in equipment. Such reports shall be made on suitable form furnished by the Employer and shall be made in multiple copies, one (1) to be retained by the employee.

The employer shall not ask or require any employee to operate any equipment that has been reported in an unsafe condition until it has been approved as being safe by management or the mechanical department. Failure to notify supervision of any hazardous equipment or conditions resulting in injury to personnel or damage to Borough equipment or property will result in disciplinary action. When the occasion arises where an employee gives written report forms in use, by the Employer, any equipment being in unsafe operating conditions and receives no consideration from the Employer, he shall take the matter up with the Union.

SECTION 39 - REPORTING ACCIDENTS: Any employee involved in an accident shall at first opportunity report said accident to his employer. If said accident involves any physical injuries, then the employee shall report accident to this employer as soon as possible.

The Employee will complete a written report regarding every accident and cooperate with the Borough and any insurance carrier of the Borough regarding the investigation of litigation involving said accident. All Accidents will follow C D L Guidelines as set by the Federal Government.

SECTION 40 - STATEMENT OF EARNINGS: Each employee shall be provided with a statement of gross earnings and itemized pay checks of all deductions made for any purpose.

SECTION 41- RESIDENT COMPLAINTS: Should a written complaint be received from a resident or taxpayer of the Borough of Bellmawr, then any employee named or described in the said complaint shall attend a non-public hearing to be held by the governing body. The Union representative may attend the non-public hearing.

SECTION 42 - POSTING OF NOTICES: The employer agrees to the posting within his business premises, of notices of Union meetings, etc.

SECTION 43 JOB OPENINGS:

1. All job openings or vacancies shall immediately be posted by the Borough on the employee bulletin board for a period of five (5) working days before the job is filled so employees may bid for it.

2. When an opening or vacancy becomes available, existing employees who wish to apply for the position, who are qualified for said position, must be considered first before any other applicants. In the event that both an existing employee and outside applicant meet the same skills, credentials, and qualifications for the open position, the position will be awarded first to the existing employee.

SECTION 44 CLASSIFICATION AND RECLASSIFICATION: The following classification of jobs are the ones that shall exist within the Borough of Bellmawr Public Works, Sewer and Water Departments for the duration of this contract. Classifications to be separated by Departments as to maintain each department with Qualified Personnel in said department.

HIGHWAY DEPARTMENT

- | | |
|----------------|--------------------|
| 1. Mechanic I | 8. Helper Class I |
| 2. Mechanic II | 9. Helper Class II |

- 3. Mechanic III
- 4. Lube Person
- 5. Operator I
- 6. Operator II
- 7. Driver
- 10. Helper Class III
- 11. Helper Class IV

SEWER DEPARTMENT

- 1. Licensed Collection Operator I
- 2. Collection Operator II
- 3. Pump Station Operator 1
- 4. Pump Station Operator 2
- 5. Sewer Utility I
- 6. Sewer Utility II
- 7. Sewer Utility III
- 8. Sewer Utility IV

WATER DEPARTMENT

- 1. Senior Licensed Operator
- 2. Licensed Operator I
- 3. Licensed Operator II
- 4. Meter Reader
- 5. Helper Class III
- 6. Helper Class IV

RECREATION DEPARTMENT

- 1. Helper Class I
- 2. Helper Class II
- 3. Helper Class III
- 4. Helper Class IV

When a lower classified man is assigned to a higher classified job, he shall receive a higher classification rate after three (3) continuous days in such classification. He shall continue to receive a higher wage as long as he is performing the more highly classified job. His time card shall be signed by his supervisor.

He shall receive a lower rate when he is no longer performing at a higher level. It is recognized for the purposes of training men for a higher classification that the training period does not entitle the man to a higher rate of pay until the job is actually open.

SECTION 45 - SICK LEAVE POLICY:

1. Said period of illness or sick time will be paid up to a maximum of ten (10) working days in accordance with the schedule below. For a bona fide absence because of illness, an employee who qualifies shall be paid during any calendar year according to the following schedule:

COMPLETION OF:	ENTITLED TO:
1 to 3 years	3 days
3 to 5 years	5 days
5 to 7 years	7 days
7 and over	10 days

2. Pay for one (1) day's sick leave shall be equivalent to eight (8) hours at the employees' regular base rate of pay. Sick leave shall be allowed for full days only, and, in the event that an employee leaves his work because of illness before the end of his regularly scheduled workday, he shall only be paid for the hours worked on that day.
3. In order to be entitled to sick leave pay, an employee must notify his or her immediate supervisor on or prior to the day of absence due to illness, or an off-duty injury.
4. Sick leave is not deemed to be a form of vacation, and, only in justifiable cases will sick leave be approved to be taken directly before or directly after a vacation.
5. Employees on a voluntary leave of absence status will not accumulate sick time.
6. The Borough, if not satisfied with the medical certificate presented by the employee, shall have the right to have the said employee examined by a licensed physician for the purpose of determining eligibility for sick leave benefits.
7. Every employee applying for sick leave shall present a medical certificate, if the period of illness exceeds three (3) days, to the Borough Clerk through the Department Chairman. Such Department Chairman shall indicate to the Borough Clerk whether or not such sick leave benefits shall be made.

8. Family Medical Leave Act (FMLA) will be provided to employees and the immediate family of the employee as defined in the FMLA.
9. Banked sick time accumulated can be used for FMLA events.
10. All unused sick leave may be carried from year to year not to exceed ninety (90) days. In case of illness, current year sick leave must be used first.

Upon exhaustion of current year's sick leave, the employee may immediately have access to bank sick time. This policy may be reviewed by the Borough on an annual basis for the duration of this Agreement. This provision may be amended by the Borough if found, in the sole discretion of the Borough, that the use of banked sick leave becomes abusive.
11. Borough will buy back 50% of unused sick days of the current years allotment to be issued by Dec. 31 of each year.
12. Sick days to be pro-rated in accordance to time worked in a calendar year.

SECTION 46 MEDICAL AND DEATH BENEFITS:

The Borough agrees to continue in force for the duration of this Agreement all present Aetna/US Healthcare – Patriot V plan benefits now carried for the benefit of the Public Works, Sewer and Water employees. The co-pay shall be \$10 for Doctors visits. The Borough has added a \$10,000 Life Insurance Policy for the Employee. Retired employees at 60 years old with 25 years service will receive full medical coverage for employee only, until Medicare starts (at age 65). In addition, the employees' Pension Fund as presently constructed shall remain in effect during the life of this Agreement.

Employees shall contribute towards medical coverage in accordance with the contributions schedules as attached in Appendix "A".

SECTION 47 - PRESCRIPTION PLAN: The employer will provide and pay for a Prescription Drug Program to cover employees and dependents. The co-pay will be \$10 for prescriptions. Employer will

provide an Eye Glass Plan. Borough is to pay \$300.00 per year to employee or any family member of employee for eye care one person per year.

SECTION 48 DENTAL PLAN RULE: The employer will provide and pay Dental Program to cover employees and dependents and will be paid for by the Company.

SECTION 49 – LICENSE, EDUCATION AND PHYSICALS:

1. The quality and extent of service that the Borough is able to provide is dependent on the competence and skill of its employees.

2. To fulfill the above objective, the Borough will reimburse the tuition and books required for job related courses and/or seminars that have been approved in advance by the Borough. The Borough will pay for or reimburse any registration, renewal, or administration fees for special licenses. This includes, but is not limited to NJDEP water and wastewater licenses, seminars and courses required for the TCH (Training Contact Hours) for NJDEP water or wastewater licenses, Certified Public Works Manager courses and CEU (Continuing Education Units) credits, mechanical training and safety courses.

3. The Borough will reimburse any employee the cost of renewal of a Commercial Drivers License (CDL), as well as the cost of any physical examination required to be conducted by a Medical Provider determined by the Borough

SECTION 50 - TOOL ALLOWANCE--: Borough to give a tool allowance of \$300.00 per year for Mechanics Only.

SECTION 51 - WAGES: The rates for the employees covered by this Agreement shall be as follows for the respective years: In 2019 there shall be a 2% increase to base wage, in 2020 wage increases 2%, in 2021 there shall be a 2% increase to base wage, in 2022 there shall be a 2.5% increase to base wages, in 2023 there shall be a 2.5% increase to base wages. Wages shall be paid retroactive to January 1, 2019.

Parties agree that effective January 1, 2019, the Recreation Department employee's salary shall be subject to a one (1) time increase to be brought to the minimum level of other departments within the Department of Public Works.

SECTION 52 - DURATION OF THIS AGREEMENT; TERMINATIONS: This Agreement shall become effective, except as specifically directed with on January 1, 2019 and shall remain in full force and effect until December 31, 2023.

WITNESS:

By: *Jessie M. Wright, LMC*

By: *Charles J. Sauter, III*

Mayor Charles Sauter

BOROUGH OF BELMAWR

WITNESS:

By: *Jessie M. Wright, LMC*

By: *[Signature]*

Local 2278-B
AFSCME Council 63
Covering
Public Works Employees

Appendix A – Health Benefit Contribution Schedules (1 of 3)

SINGLE COVERAGE

Salary Range	
less than 20,000	4.50%
20,000-24,999.99	5.50%
25,000-29,999.99	7.50%
30,000-34,999.99	10.00%
35,000-39,999.99	11.00%
40,000-44,999.99	12.00%
45,000-49,999.99	14.00%
50,000-54,999.99	20.00%
55,000-59,999.99	23.00%
60,000-64,999.99	27.00%
65,000-69,999.99	29.00%
70,000-74,999.99	32.00%
75,000-79,999.99	33.00%
80,000-94,999.99	34.00%
95,000 and over	35.00%

The employee's contribution is the higher of 1.5% of base salary or the amount of health care costs based on the table calculation.

Appendix A – Health Benefit Contribution Schedules (2 of 3)

FAMILY COVERAGE

Salary Range	
less than 25,000	3.00%
25,000-29,999.99	4.00%
30,000-34,999.99	5.00%
35,000-39,999.99	6.00%
40,000-44,999.99	7.00%
45,000-49,999.99	9.00%
50,000-54,999.99	12.00%
55,000-59,999.99	14.00%
60,000-64,999.99	17.00%
65,000-69,999.99	19.00%
70,000-74,999.99	22.00%
75,000-79,999.99	23.00%
80,000-84,999.99	24.00%
85,000-89,999.99	26.00%
90,000-94,999.99	28.00%
95,000-99,999.99	29.00%
100,000-109,999.99	32.00%
110,000 and over	35.00%

The employee's contribution is the higher of 1.5% of base salary or the amount of health care costs based on the table calculation.

Appendix A – Health Benefit Contribution Schedules (3 of 3)

MEMBER/SPOUSE/PARTNER OR PARENT/CHILDREN COVERAGE

Salary Range	
less than 25,000	3.50%
25,000-29,999.99	4.50%
30,000-34,999.99	6.00%
35,000-39,999.99	7.00%
40,000-44,999.99	8.00%
45,000-49,999.99	10.00%
50,000-54,999.99	15.00%
55,000-59,999.99	17.00%
60,000-64,999.99	21.00%
65,000-69,999.99	23.00%
70,000-74,999.99	26.00%
75,000-79,999.99	27.00%
80,000-84,999.99	28.00%
85,000-99,999.99	30.00%
100,000 and over	35.00%

The employee's contribution is the higher of 1.5% of base salary or the amount of health care costs based on the table calculation.