

AGREEMENT
BETWEEN
BOROUGH OF AUDUBON
AND
AUDUBON EMPLOYEE'S ASSOCIATION

Effective Date:

January 1, 2012
To
December 31, 2014

PREAMBLE

This Agreement is entered into between THE BOROUGH OF AUDUBON hereinafter referred to as THE BOROUGH, and THE BOROUGH OF AUDUBON EMPLOYEE'S ASSOCIATION, hereinafter referred to as THE ASSOCIATION.

ARTICLE 1 - RECOGNITION OF THE ASSOCIATION

The Borough agrees to recognize the Association as the sole and exclusive bargaining representative of the employees of the Department of Public Works, exclusive of the Superintendent, within the meaning of the New Jersey Public Employee Relations Act. The specific classifications recognized by the Borough to be represented by the Association are as follows:

- A. Public Works General Foreman
- B. Public Works Foreman
- C. Public Works Assistant Foreman
- D. Public Works Equipment Operator First Class
- E. Public Works Equipment Operator
- F. Public Works Head Mechanic
- G. Public Works Mechanics
- H. Public Works Assistant Mechanic
- I. Public Works Truck Drivers First Class
- J. Public Works Truck Driver
- K. Public Works Laborers First Class
- L. Public Works Laborer
- M. Public Works Supervisor Public Buildings
- N. Public Works Custodians

ARTICLE II - CONTRACT PERIOD

This Agreement shall be for the term of three (3) years commencing 1/1/12 nunc pro tunc and will be in full force and effect until 12/31/2014.

ARTICLE III - HOLIDAYS

The legal paid holidays are as follows:

- | | |
|---------------------|---------------------|
| 1. New Years Day | 6. Labor Day |
| 2. Presidents Day | 7. Columbus Day |
| 3. Good Friday | 8. Veterans Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |

In the event that an employee is required to work on any of the above-mentioned holidays, he shall be paid his usual rate for that day, and in addition shall be paid one and one-half his normal hourly rate for each hour worked on said paid holiday.

ARTICLE IV - GRIEVANCE PROCEDURE

A. PURPOSE

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

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Superintendent of the Department of Public Works and having the grievance adjusted without the intervention of the Association.

B. DEFINITION

The Term grievance as used herein shall mean a complaint by any employee that as to him or her, there has been an inequitable, improper or unjust application, interpretation or violation of this Agreement. No member of the Association may file a grievance against another member.

C. PRESENTATION OF A GRIEVANCE

In the presentation of a grievance, the aggrieved shall have the right to present his own appeal or to designate an Association representative or counsel to appear with him.

D. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step I

a. The aggrieved shall institute action under the provisions hereof in writing, signed and delivered to his or her Superintendent within ten (10) working days of the occurrence. Failure to act within said (10) working days shall constitute an abandonment of the grievance.

b. The Superintendent shall render a decision in writing with (5) working days after receipt of the grievance.

Step II

a. In the event a satisfactory settlement has not been reached, the aggrieved or the Association Steward shall, in writing and signed, file his complaint with the Commissioner in charge of the Department of Public Works within five (5) working days following the determination of the Superintendent as provided in Step I above.

b. The Commissioner shall render his decision within five (5) working days after the receipt of the complaint.

Step III

Should the aggrieved disagree with the decision of the Commissioner, then the aggrieved may, within five (5) working days of the date of the Commissioner's decision submit to the Board of Commissioners a statement in writing and signed as to the issues in dispute.

The Board of Commissioners shall review the decision of the Commissioner in charge of the Department, together with the disputed area submitted by the aggrieved. The aggrieved and/or the Association representative may request an appearance before the Commission. The Board of Commissioners will render its decision within five (5) working days after the caucus meeting which the matter has been reviewed.

Step IV

Should the aggrieved be dissatisfied with the Commissioner's decision such person has ten (10) working days from the date of the Board of Commissioners decision in which to request fact finding. The fact finder shall be chosen in accordance with the rules and regulations established by the Public Employee Relations Commission.

E. THE ASSOCIATION PARTICIPATION IN THE GRIEVANCE PROCEDURE SHALL BE AS FOLLOWS.

Step I

The Association may participate at the request of the employee, in order to investigate and prepare the grievance in writing, if necessary. The Association representative shall be granted two (2) hours off without loss of pay for such participation.

Step II

The Association representative may participate in investigating and drafting of the complaint. Association representation does not preclude representation by an attorney.

F. FACT FINDING

The fact finder's recommendation shall be in writing and shall set forth his findings of fact, reasons and conclusions on the issues submitted. The fact finder shall be without power or authority to make any decision, which shall bind the parties and his opinion, shall be advisory in nature only.

The cost of the transcripts, if any, shall be borne by the party requesting it. If both parties request a transcript, the cost of such transcript shall be shared equally.

In the event the aggrieved employee received a decision favorable to the employee concerning hours worked (regular and overtime) said employee shall be entitled to receive pay for any hours (regular or overtime) that is determined the employee should have worked and been paid.

ARTICLE V - HOURS OF WORK

The normal workweek shall consist of five (5) days of seven and one half (7.5) hours each. During each day, there shall be a one half hour (1/2) of unpaid lunch period. Normal hours shall be 7:00 a.m. to 3:00 p.m. A normal workweek shall start at 7:00 a.m. on Monday and conclude at 3:00 p.m. Friday.

ARTICLE VI - OVERTIME

After completion of a thirty seven and one half (37.5) hour week, in the event that an employee works more than the said 37.5 hours, in accordance with the directions from the Superintendent, he shall be paid one and one half (1.5) times his regular hourly rate of pay for all hours worked beyond 37.5 hours. Sick days, vacation and holidays, if applicable, can be used in computing the aforesaid 37.5 hour week.

A minimum of two (2) hours overtime, at the rate of one and one half (1.5) times his regular hourly rate shall be paid to any employee called to work, for any reason, during the hours of 10:00 p.m. to 6:00 a.m.

Overtime shall be distributed in accordance with the procedure set forth in the attached appendix.

Employees working over eleven and one half (11.5) hours in a single day, provided the employee works (37.5) hours that week, shall be paid double his regular hourly rate for time in excess of 11.5 hours in that day. In addition, hours worked on Sundays shall be compensated at double the regular hourly rate. In no event shall an employee receive a rate more than double the regular hourly rate.

ARTICLE VII - SICK LEAVE

The employees, after completion of their three (3) month initial probation period, are entitled to one (1) day sick leave for each two (2) months of service thereafter. Those employees, who have been full time employees with the Borough for more than one (1) year, shall receive fifteen (15) days of sick leave for the contract year. The Borough reserves the right to have its medical staff evaluate the employee on sick leave.

An employee may not accumulate more than one hundred fifty (150) days of sick leave. Upon the accrual of any sick days in excess of 150, the employee shall be paid for five (5) hours, at the employee's normal rate, for each sick day accumulated in excess of 150. Said compensation for excess sick pay accrual shall be made in the pay period immediately following the accrual of the excess sick days.

Upon retirement, an employee shall be paid for his or her accrued sick leave up to a maximum of 150 days, provided that said employee shall have been steadily employed by the Borough for a period of twenty five (25) years. Accrued sick time shall be paid at six (6) hours at the employees current rate for each accrued sick day. Employee may collect funds in a one lump sum payout, or use accrued sick time prior to official retirement date. Otherwise upon retirement an employee shall be paid for accrued sick leave up to a maximum of fifteen (15) days. The Borough may solely at its discretion, grant benefits greater than those set forth in this Article when the case is determined to be unusual and/or meritorious.

When an employee is out sick, he or she will make a reasonable and diligent effort to so notify the Borough at least one half (1/2) of an hour prior to his scheduled starting time. If an employee is out sick for three (3) or more consecutive days, he or she must contact the Department of Public Works at least every third day as to his or her condition, and prognosis for recovery. Also, upon a return to employment following a period of three (3) or more consecutive days of absences from work due to sickness or injury, a certificate or report from a physician must be presented by the employee stating that he or she is able to return to full duties.

If an employee is hospitalized, or is disabled, or is receiving Worker's Compensation benefits, he or she must contact the Department of Public Works on a weekly basis and advise the Department of his or her condition.

ARTICLE VIII - VACATION

Full time employees shall be granted the following vacation leave:

- A. After one (1) year of employment, one (1) week of vacation
- B. After two (2) years of employment and through the completion of five (5) years, two (2) weeks of vacation
- C. After five (5) years of employment and through the completion of ten (10) years, three (3) weeks of vacation
- D. After ten (10) years of employment and through the completion of thirteen (13) years, four (4) weeks of vacation
- E. After thirteen (13) years of employment, five (5) weeks of vacation.

Each employee may take up to one week of vacation in separate days. Any other vacation must be taken in full weeks, i.e. Monday to Friday. Vacation days taken separately must be requested at least five (5) days in advance of the day(s) requested and is subject to prior approval by the Superintendent. The Superintendent in his sole discretion may decline to grant the request if he determines that the request would result in inadequate staffing.

Vacation time for all employees shall be scheduled and taken within the calendar year it is earned. Vacation time shall be scheduled according to seniority in grade, with requests for vacation to be submitted in writing to the Superintendent. The Borough shall not arbitrarily assign employee vacation schedules nor shall it unreasonably withhold or deny any such schedules.

ARTICLE IX - HEALTH INSURANCE COVERAGE

The Borough agrees to pay the full cost and provide coverage for eligible employees and their eligible dependents in accordance with the definition of the insurance carrier for hospital and medical insurance and major medical expense insurance equal or better than the state health benefit plan, or any other plan offered by the Borough of Audubon. The Borough will provide a Dental Plan for employees and their eligible dependents.

ARTICLE X - CLOTHING AND EQUIPMENT

The Borough will supply, in the year 2012, \$550.00, in 2013, \$550.00, and in year 2014, \$550.00 for each employee covered in this Agreement for the purchase of work clothes. i.e. shirts, pants, thermal garments, work boots, rain gear.

The Borough shall furnish all special tools for the performance of the employee's particular assigned duties and shall replace any broken and defective tools at no cost to the employee.

ARTICLE XI - SENIORITY

In promoting employees, the employer shall have the right to select qualified persons, but as between qualified persons, preference shall be given according to seniority. Seniority is defined as continuous, unbroken service with the Borough. The employer shall maintain a rotation list based on seniority for the purpose of assigning overtime. Overtime will then be distributed in accordance with the attached appendix.

ARTICLE XII - INJURY ON THE JOB

An employee sustaining an injury or injuries which are compensable under the Workers' Compensation Act, which prevent employee from performing the work available to employee, at employer's place, shall sustain no loss of pay for the balance of the work day on which he was injured. Ability to perform work shall be determined by a doctor and/or hospital report.

ARTICLE XIII - WORK IN OTHER CLASSIFICATIONS

Employees working in a higher job classification for a period of ten (10) consecutive workdays shall receive the pay-scale of the higher classification for all days worked under the higher classification.

An employee shall be considered to be working in a higher classification only if more than half of employee's hours each day are in the higher classification. Any day where employee works less than half the daily hours in the higher classification will be deemed to discontinue the sequence of days in the higher classification.

The employee shall not receive a permanent upgrade in classification regardless of the number of consecutive days worked in the higher classification.

ARTICLE XIV - LEAVES OF ABSENCE WITH PAY

A. FUNERAL LEAVE

In the event of a death in the immediate family, an employee shall be entitled to a leave of absence, with pay from the date of death through and including the day after the date of burial but not to exceed five (5) days. Immediate family shall be defined as follows:

1. Spouse
2. Parent of Employee or Spouse
3. Children
4. Brothers or sisters
5. Resident dependents of the household

In the event of a death in the family other than the immediate family, (i.e. grandparents, aunts, uncles, spouses grandparents, brothers, sisters) an employee desiring to attend the funeral shall be paid for the day of the funeral only. In the event of an emergency in the immediate family, time with pay may be granted up to three (3) days in each emergency with the approval of the Superintendent of the Department.

B. Personal Leave

The employee, after completion of the three (3) month initial probation period, is entitled to eight (8) days of paid personal leave. Two (2) days' notice must be given prior to taking personal leave. Two (2) personal days shall be allowed to be carried over into the following year. Any personal time carried over into the following year must be used by March 31st.

Only one (1) employee per day will be granted paid personal leave in a holiday week, or during the month of December.

ARTICLE XV – LONGEVITY

The employees employed as full time Borough employees and covered by this Agreement shall be granted an annual longevity bonus at the first pay period of each December in accordance with the following formula:

A. Two percent (2%) of annual base salary after five (5) years of continued employment by November 30 of that year.

B. Three and one half percent (3.5%) of annual base salary after ten (10) years of continued employment by November 30 of that year

C. Five and one half percent (5.5%) of annual base salary after fifteen (15) years of continued employment by November 30 of that year.

D. Employees hired after 1/1/96 shall not be entitled to any longevity bonus.

ARTICLE XVI – PAY PROVISION

Each employee covered under this Agreement shall be paid in accordance with scale provided on page #12.

ARTICLE XVII – GENERAL PROVISIONS

A. The Borough agrees to provide all vehicles which are used to perform functions on the public roads, and highways with water cooler (picnic jugs) so as to provide employees operating these vehicles with water refreshment during the course of the work day.

B. The Borough agrees that no employee shall be called upon to perform sewer duties after 6:00 p.m. except for extreme emergencies, which include situations endangering the public health.

C. The Borough agrees to carry insurance, up to \$3,000.00 on each Mechanic's personal tools.

D. The Borough will provide a Prescription Benefit Plan equal to or better than the State Health Benefits Plan or any other plan offered by the Borough.

E. The Borough agrees that full time employees of the Department of Public Works, that are members of the Association, are paid on an hourly basis and not on a salary basis.

F. The Borough agrees to pay, in the year 2012, \$550.00, in 2013, \$550.00, and in 2014, \$550.00 allowance for eyeglass and approved safety glasses upon submission of proper documentation. In addition, if an employee's eyewear is damaged or broken on the job and not due to employee's own negligence, the Borough shall replace or repair it at its sole expense.

G. The Borough agrees that upon retirement, and having been employed for at least twenty five (25) years with the Borough, the Borough assumes the cost of Health Benefits for the retiree and their eligible dependents equal to or better than State Health Benefits plan.

H. The Association members will be granted one half hour (1/2) time in June of 2014 or as soon thereafter as practical, to conduct elections to approve a bargaining unit and representatives.

I. The Commissioners agree to meet with the Association representatives at the request of the Association representatives no less than twice in each year of this contract for general discussions of the Department of Public Works. Both parties recognize that the 2014 Commissioners will also meet with the bargaining unit for contract negotiations.

J. Each employee shall be entitled to be paid tuition reimbursement of up to \$200.00 per year for education purposes. The Director of Public Works shall have sole discretion as to which courses will be approved for reimbursement and all courses must be pre-approved. In addition, the employee must attain a passing grade to receive reimbursement.

K. The sewer on call list shall be voluntary. Any employee working on the sewer list shall be compensated with \$250.00 during the week the employee is on call. A minimum of one hour overtime shall also be paid for each sewer call. Any employee on sewer call during a holiday shall receive one (1) hour overtime. The Director of Public Works, in the Director's sole discretion, reserves the right to revert the terms of this paragraph to the terms contained in Article XVII, Paragraph K of the 1/1/03 to 12/31/06 contract in the event there are not sufficient volunteers to staff the sewer list.

L. All position openings shall be posted at the time clock in the Borough garage. Posting shall consist of job qualifications, job title, and deadline for application.

M. Employees original hire date shall be used for seniority and vacation eligibility. If an employee's probation period is longer than 90 days, the employees hire date shall be at the end of the extended probation.

N. Any laborer with a CDL shall be paid a one time a year stipend of \$200.00. Any laborer with a CDL and tanker endorsement shall be paid an additional \$125.00. Any driver with a tanker endorsement shall be paid a one time a year stipend of \$200.00. CDL stipend to be paid on the third week of November.

APPENDIX

All scheduled overtime is to be scheduled by NOON on Friday for the next week. Saturday to Friday.

Overtime will be distributed based on two (2) lists of employees divided as follows:

1. Drivers and Operators
2. Laborers

Each list shall start with the most senior employee and shall be reset on the first of each year. Employees shall not work overtime in any class other than the list, which they are on; unless all other employees of that class were offered the overtime and they passed or were otherwise unavailable.

Foreman shall work only when supervision is required or when the foreman is the only qualified employee for the job. Foreman shall only work as a Driver/Operator if all Driver/Operators pass and only as a Laborer if all Laborers and Driver/Operators pass.

If an employee is contacted to work overtime and cannot be reached or refuses the overtime, employees shall be charged on the list as having worked the hours of overtime requested. Anyone on the sewer list shall be passed without being charged. Overtime on the sewer list shall not be charged on the list kept according to this article. Anyone on vacation shall be passed without charge.

An employee not in work on Friday will be passed without being charged as to overtime. If sufficient employees do not accept, those not in on Friday may be contacted. If they refuse the overtime, they will not be charged, but if it is accepted, they will be charged.

The overtime list shall be updated continuously. Employees are charged for actual hours of overtime worked.

Any employee out for thirty (30) or more calendar days, excluding vacation, will return to the list with five (5) hours less than the lowest man on said list.

After the first overtime is assigned to each list, overtime will be distributed according to the employee on the list with the least hours charged.

The Association representative shall keep account of the hours charged on each list. Said list shall be provided monthly to the Superintendent. In the event of a discrepancy, the Superintendent and Association representative shall attempt to resolve same. If they cannot, the Director's decision shall be final if the matter is presented to him.

The Superintendent shall make the calls for all emergency overtime. In the event, he is unable to do so; he may assign one of the foremen to make the calls.

Employees called for emergency overtime shall be paid from the time of the first phone call from the list is made.

Where the employee on sewer call requires assistance, employee is to resort to the general overtime list for the needed employees.

If a laborer is needed that list will be used, and the employee charged accordingly.

If a driver/operator is needed that list will be used, and employee charged accordingly.

Bermuda shorts may be worn by employee provided that they match present uniform color. Cut off shorts are prohibited.

SALARY ORDINANCE FOR PUBLIC WORKS

LABORER HIRES AFTER JANUARY 1, 1999 SHALL BE PAID ON THE FOLLOWING INCREMENTAL BASIS:

HOURLY WAGE RATES AS OF JANUARY 1, 2012

LABORER - 1 ST 6 MONTHS	\$16.31
LABORER – 2 ND 6 MONTHS	18.28
LABORER – AFTER 1 YEAR	23.77
LABORER – AFTER 2 YEARS	26.18

LABORER	\$26.18
LABORER 1 ST CLASS	26.87
DRIVER	28.45
DRIVER 1 ST CLASS	28.67
EQUIPMENT OPERATOR	29.30
EQUIPMENT OPERATOR 1 ST CLASS	29.40
FOREMAN	31.76
GENERAL FOREMAN	33.14

SALARY INCREASES:

For year 2012	2.0%
For year 2013	2.0%
For year 2014	2.0%

SIGNATURE PAGE FOR AGREEMENT BETWEEN THE BOROUGH OF AUDUBON AND THE AUDUBON EMPLOYEE'S ASSOCIATION. EFFECTIVE DATE JANUARY 1, 2012 THROUGH DECEMBER 31, 2014.

BY: BOROUGH OF AUDUBON

BY: AUDUBON EMPLOYEE'S ASSOCIATION

KURT BICKING, COMMISSIONER

JOSEPH MISTALSKI

JAMES WHALEN

KYLE FANELLI

