

AGREEMENT

Between

BOROUGH OF MERCHANTVILLE- DEPARTMENT OF PUBLIC WORKS

And

TEAMSTERS LOCAL UNION NO. 676

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Affiliated with the International Brotherhood of Teamsters, AFL/CIO

Effective Dates:  
January 1, 2016  
up to and including  
December 31, 2019

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Section 3

Descriptions

- Class I Employees shall be employees who operate heavy equipment, grader, heavy motor vehicles, light equipment, light motor vehicles and also perform routine labor.
- Class II Employees shall be all employees who operate heavy motor vehicles, light equipment, light motor vehicles and also perform routine labor.
- Class III Employees shall be employees who operate light equipment, light motor vehicles and also perform routine labor, custodial work and must possess a Boiler license.
- Class IV Employees shall be all laborer.

The description of the above mentioned equipment shall be as follows;

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Heavy Equipment- Front End Loaders, Boom Arm Mower, Grader, and all equipment of like nature.

Heavy Motor Vehicles - Heavy Dump Trucks, Backhoes, Sweeper Trucks and all motor vehicles of like nature.

Light Equipment- All equipment not classified as Heavy Equipment, including Pick-up Trucks and Passenger vehicles.

Custodial-

## PREAMBLE

This Agreement, entered into by and between the Borough of Merchantville a Municipal Corporation in the County of Camden of the State of New Jersey, hereinafter referred to as the "Borough" and the Teamsters Local Union No. 676, hereinafter referred to as the "Union" represents the complete and final understanding on bargainable issues between the aforementioned parties.

## WITNESSETH

Whereas, this Agreement is designed to promote and maintain a harmonious relationship between the Borough of Merchantville and its employees who are within its provisions in order that a more efficient and progressive public service may be rendered by both and;

Whereas, the well-being of employees and efficient administration of the Borough are benefited by providing a clear statement of the contractual rights of employees;

Now, therefore, the parties hereto agree as follows:

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## ARTICLE 1      RECOGNITION

Pursuant to the Public Employment Relations Commission Docket No: RO 98-091 the Borough recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining negotiations for public works employees of the Borough of Merchantville, excluding all supervisors and all other employees as defined in the Act, professional employees, managerial executive employee, confidential employees, police officers and craft employees, and all other employees of the Borough of Merchantville.

It is hereby recognized and agreed by and between the parties that, absent express language in this Agreement to the contrary, any conflict between the terms and conditions of this Agreement and the Merchantville Personnel Manual, adopted by Resolution of Borough Council on August 13, 2001, effective October 1, 2001 and any amendment thereto, shall be resolved in favor of said Personnel Manual.

## ARTICLE 2      MANAGEMENT RIGHTS

### Section 1

The Borough in conformance with law, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but not limited to the following rights:

- a. The executive management and administrative control of the Borough

- Government and its properties, facilities, and the activities of its employees;
- b. To hire all employees and, subject to the provisions of law, to determine their qualifications.
  - c. To establish conditions for continued employment, or assignment and to promote and transfer employees and to make and modify all reasonable work rules in connection therewith;
  - d. To suspend, demote discharge or take other disciplinary action for good and just cause.
  - e. To relieve its employees from duty because of lack of work, lack of funding, or for any other legitimate reason. The term "legitimate reason" shall be defined as any legitimate government power or duty as defined by New Jersey State Statutes;
  - f. To maintain the efficiency of its operations;
  - g. To determine the amount of overtime to be worked;
  - h. To determine the methods, means and personnel by which its operations are to be conducted;
  - I. To determine the content of work assignment; and
  - j. To exercise complete control and discretion over its organization and the technology of performing its work.

## Section 2

The exercise of the foregoing powers, rights, authority, duties, or responsibilities of the Borough, the adoption of policies, rules, regulations and practice in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

## Section 3

Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under N.J.S.A. 40 A: 1 et. seq or any other nation, state, county or local laws.

## ARTICLE 3      ANTI-DISCRIMINATION

The Borough and the Union agree that all provisions of this Agreement shall be applied equally to all employee members of the Union in compliance with applicable law against discrimination and without regard to political affiliation or membership or legitimate activity in the Union. All references in this Agreement to employees of the male gender have been used for convenience only and shall be construed to include both male and female employees. All references to "employee" or "member" shall mean those individuals included within the bargaining unit for the purposes of this contract without regard to actual Union

membership.

ARTICLE 4      UNION RIGHTS

Section 1      Inspection of Payroll Records

Whenever a complaint is made concerning the wages, vacations and/or holidays of an employee, the complaining employee shall have the right to make reasonable inspections of Employer's payroll and time records during the Grievance Procedure.

Section 2      Shop Steward

The Borough recognizes the right of the Union to designate one (1) Shop Steward and one (1) alternate from the Borough's seniority list. The authority of Shop Steward and alternate so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to the Boroughs designated representative, in accordance with the provisions of the Collective Bargaining Agreement.
2. 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;
  - b. or if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods or any other interference with the Borough's business.

Section 3      Investigation of Grievances by Shop Steward

Shop Steward shall be permitted to investigate, present and process grievances on the property of the Borough, during regular business hours, without loss of time or pay. The time spent in processing grievances shall not be unreasonable, and the supervisor may limit the time so spent. In event, such activity shall not exceed one (1) hour per week, which shall be non-cumulative.

Section 4      Time for Union Activities

The Borough agrees to grant reasonable and necessary time off without discrimination or loss of seniority and without pay to the Shop Steward or Alternate designated by the Union, in writing, to the Employer, to act as an elected Union Officer, Business Agent, Organizer, or to attend a Labor Convention.

Permission for such time off must be requested two weeks in advance, in writing, from the Department Head with the approval of the Director of Public Works.

ARTICLE 5      CHECKOFF

The Borough, during the life of this Agreement, agrees to make deduction for the convenience of the Union and its members of regular monthly Union membership

dues and fees. The Borough will only make such deduction from the wages of each employee who voluntarily signs an "Authorization Card".

Deduction for regular monthly membership dues and fees will be made from the first pay period of each month, from the wages of each such employee receiving a pay check for that period, and shall be applicable to the dues and fees for that month only, except that of any such employee that does not receive a pay check for that period, but does receive a pay check on the dues deduction pay day of the succeeding month, the deduction will be made on the latter pay day, provided that no more than one (1) months dues and fees will be checked off on any one pay day. All deductions of Union membership dues and fees shall be paid to the Local Union Treasurer, together with a list showing the names of the employees from whose pay deductions were made and the amount of each.

The Union agrees to notify the Borough of the official amounts of regular Union membership dues and fees to be deducted. Such notification by the Union is to be in writing and signed by the Union President or Secretary/Treasurer.

Should any change occur during the term of this Agreement, The Union shall notify the Borough in writing of such change thirty (30) days before any change in the amount of said deductions.

~~Any dispute which may arise as to whether an employee properly executed or~~  
revoked his "authorization for dues check-off" shall be subject to the grievance procedure.

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

#### ARTICLE 6      AGENCY SHOP

It is understood and agreed that upon the signing of this Agreement that provisions of the "Agency Shop" concept established by the passage and signing of the amendments and supplements to the "New Jersey Employer-Employee Relations Act" (P.L. 1941,c.100 C.34:13A et seq.) shall take effect. Those employees of the Borough of Merchantville that are in the bargaining unit on the effective date of this Agreement who do not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join with ten (10) days of re-entry to employment, pay a representation fee to the Union by automatic payroll deduction.

The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the



representation fee at any time to reflect changes in the regular Union membership dues, fees, and assessments. The Unions entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Employer.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend any administration or court litigation concerning this provision. Said representation fee shall not apply to temporary, seasonal or part-time employees who are employed less than 120 consecutive days.

## ARTICLE 7      SENIORITY

### Section 1

Seniority is defined to mean the accumulated length of continuous service with the Borough, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician. All seniority shall be lost and employment terminated of any of the following occur:

- a. discharge;
- b. resignation;
- c. failure to return **immediately** upon expiration of authorized leave;
- d. absence for five (5) consecutive working days without leave or notice;
- e. engaging in any other employment during a period of leave of absence;
- f. employees who have been on layoff status in excess of one (1) year.

### Section 2      Seniority Rank and Posting

Full time employees shall have seniority rights over Part time employees. Part time employees shall be those employees who work in conjunction with the full time employees and shall be restricted from working overtime, with the exception of an emergency as determined by the Department Head. Once each year, during the month of January, the Borough's Chief Financial Officer shall compile and submit to the Union in writing and then post in a conspicuous place, a seniority list or lists from regular payroll records. Any employees hired after said posting shall have their names added to this list, in order or date of hiring, and the Union shall be notified of such addition. Any controversy over the seniority standing of any employee on the seniority list or lists shall be submitted as a grievance within thirty (30) days after posting after which the list shall become binding. After an employee has worked for the Borough for at least ninety (90) days said employee

shall gain seniority status, his seniority list shall revert to the first day of his employment. Nothing in this Section shall apply to employees; (1) hired as temporary/seasonal help, (2) assigned to the Borough of Merchantville by a Court in lieu of a fine or incarceration or (3) those assigned to the Borough as part of a grant or Youth Program by the County, State or other entity who is paying the salary either wholly or in part.

Section 3                    Posting Job Openings

- A. All openings or vacancies shall immediately be posted by the Borough on the employee's bulletin board for a period of fourteen (14) consecutive calendar days.
- B. All openings or vacancies shall be filled by employees accordingly to seniority and qualifications within the Department. Any employee so disqualified or voluntarily gives up the promotion, transfer or demotion shall be allowed to resume his/her former position without penalty. In the event the Employer may not obtain sufficient or qualified employees to fill the openings or vacancies, then they may fill such position from other sources.

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ARTICLE 8                    LAYOFF AND RECALL

Section 1                    Notice of Layoff Without Cause

The Borough agrees to give fourteen (14) calendar days notice, whenever making permanent layoffs, to the Union and the Shop Steward. Notice must be given in writing. Where such required notice is not given, the Borough shall pay the employee ten (10) days wages in lieu thereof.

Section 2                    Notification of Recall

The Borough, when recalling laid-off employees, shall recall on the basis of seniority and qualifications and shall send a registered letter to the employees last known address (as indicated on the employee's record) and the employee shall have three (3) days from receipt of such notice to respond to such recall notice. If the employee fails to report to work within a seven (7) day period, he/she may be terminated. If he/she then is rehired he/she shall be considered a new employee without his/her former seniority.

ARTICLE 9                    RESIGNATION

Section 1                    Employee Initiated Resignation

A voluntary termination initiated by the Covered Employee for any reason other than retirement shall be considered an "Employee Initiated Resignation". An employee wanting to leave the Borough in good standing shall provide a written letter of resignation to either the Superintendent or Director of Public Works at

least fourteen (14) calendar days prior to the effective date of his resignation. The resignation letter shall include both the reason for the employee's leaving as well as the proposed effective date. Two (2) weeks notice is understood to mean that the resigning employee will be available for work during this time so as to aid in the training of his replacement. Failure to provide fourteen (14) calendar days notice may result in the forfeiture of accumulated vacation or personal leave time. Exceptions to the time limit requirement may be granted in the sole discretion of Borough Council.

Section 2            Employer Initiated Resignation

An involuntary termination initiated by the Department Head, which permits the Covered Employee to resign in lieu of discharge, shall be considered an "Employer Initiated Resignation". A termination of this type shall occur only after the Department Head's consultation with Borough Council.

ARTICLE 10        DISCIPLINE AND DISCHARGE

Section 1

No employee may be dismissed or suspended without just cause. Nothing shall prohibit the Union from investigating any dismissal or suspension and resorting to the Grievance Procedure provided in this Agreement. In the event that it is decided, as provided in the Grievance Procedure set forth in this Agreement, that the suspension or discharge was without just cause, the decision shall provide for reinstatement with or without back pay. If the decision directs reinstatement with pay, the Employer shall not receive any credits for wages or compensation earned by the employee while he/she was out of the Employer's employ.

Except where an emergency prevents it, grievances concerning dismissal or suspension shall be advanced over all other matters pending for grievance hearings and shall be promptly heard.

Except in the case of immediate suspension with intent to dismiss for the causes set forth below, no employee may be dismissed or suspended for this first offense but shall receive at least one written warning for each different offense.

The parties agree that causes for immediate suspension with intent to dismiss without first discussing the matter with the Business Agent shall be the following:

1. Calling or participating in any unauthorized strike, work stoppage or walkout.
2. Drunkenness, proven during working hours, or being under the influence of drugs or alcohol during working hours.
3. Proven theft or dishonesty.
4. Unprovoked assault on his Employer or his Employer's representative during working hours.
5. Willful conduct intended to damage equipment or injure fellow employees or third parties.

6. To suspend, with or without pay, an employee while pending criminal charges against the employee including crimes of the first (1st), second (2nd) or third (3rd) degree are being resolved. In the event of conviction of any of the aforesaid charges, the employee may be dismissed at the discretion of the Borough.

In each instance, the Employer shall promptly notify the Union of the action in writing.

#### Warning Notices

The warning notice shall not remain in effect for a period of more than one (1) year from the date of such warning notice. However, the letter will remain in employees file.

#### Section 2

The Borough may, upon written notice to an employee or prospective employee, require the noticed individual to submit to a drug/alcohol screening test, to be arranged by the Borough at the offices of a licensed physician and/or laboratory. All results from the test shall be placed in the employee's file. The Borough may use the results of the Test to invoke the provisions of the aforementioned section, or to deny employment to a prospective employee.

### ARTICLE 11      GRIEVANCE PROCEDURE

#### Section 1      Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

#### Section 2      Definitions

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of this agreement and shall be raised by an individual, or the Union on behalf of an individual or group of individuals.

#### Section 3      Steps of the Grievance Procedure

In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent:

##### A      Step One

1. An aggrieved employee shall institute action under the provisions hereof by submitting his/her grievance in writing within five (5) days of the occurrence

of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her immediate supervisor for the purpose of resolving the matter informally.

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

**B** Step Two

1. A meeting between an official of the Union with the Steward and the aggrieved in conference with the Department Director at a mutual time to be fixed by the Department Director or his designated representatives and the Union official should be scheduled within ten (10) days. Should no acceptable Agreement be reached within an additional ten (10) working days, of the meeting, then the matter may be referred to arbitration by the Borough or the Union only.

2. Either the Union or the Borough may have witnesses whose testimony is relevant at any meeting. Any witnesses' attendance will be limited, however, to the time required to present his testimony which shall be at the discretion of the Borough.

A witness may only testify on matters specifically relevant to the subjects of the grievance.

**C** Step Three

1. In the event the grievance has not been resolved at Step Two, either party may, within fourteen (14) calendar days request mediation. If a settlement cannot be reached next step will be arbitration.

2. In the event the grievance has not been resolved at Step Two, either party may within thirty (30) calendar days request arbitration. The Arbitrator shall be chosen in accordance with the Rules of the New Jersey State Board of Mediation.

3. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The decision of the arbitrator shall be final and binding on all parties. In formulating his decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable.

4. The costs for the services of the arbitrator shall be borne equally between the Borough and the Union. Any other expenses incurred, including

but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

5. The arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

6. The "No" response at any Step in this procedure by the Borough or its agents shall be deemed to be a negative response upon the termination of the applicable time limits the grievance may proceed to the next step. Time limits may be extended by the parties by written mutual Agreement.

7. Group grievances, which shall be defined as those affecting "substantially" all of the members of the Union shall be filed by the Union and by the Union only at Step Two.

ARTICLE 12      LEAVES OF ABSENCE WITHOUT PAY

Leaves of Absence without Pay shall be governed by the terms and conditions as set forth in the Merchantville Personnel Manual, adopted by Resolution of Borough Council on August 13, 2001, effective October 1, 2001, and any amendment thereto.

ARTICLE 13      SICK LEAVE

Will follow the sick leave policy as stated in the Merchantville Personnel Manual.

ARTICLE 14      FUNERAL LEAVE

Funeral Leaves shall be governed by the terms and conditions as set forth in the Merchantville Personnel Manual, adopted by Resolution of Borough Council on August 13, 2001, effective October 1, 2001, and any amendment thereto.

ARTICLE 15      JURY DUTY

Absences for Jury Duty shall be governed by the terms and conditions as forth in the Merchantville Personnel Manual, adopted by Resolution of Borough Council on August 13, 2001, effective October 1, 2001, and any amendment thereto.

ARTICLE 16      BULLETIN BOARD

The Borough shall provide the Union with a 3' x 3' bulletin board to be attached to a wall in a conspicuous place for all employees for the purpose of posting of notice relating to Union meetings and official business only.

ARTICLE 17      SANITARY CONDITIONS

The Borough shall maintain sanitary facilities, in good repair for its employees,

such as toilets and hot and cold running water. Said facilities shall be available to both male and female employees.

ARTICLE 18      WORK PERFORMED BY COVERED EMPLOYEES

All work performed in any classification covered under this Agreement shall be performed solely by employees covered under this Agreement; and no work under any classification covered by this Agreement shall be performed by either the Employer or the Employer's representatives. Nothing in this provision shall prevent temporary use of the Borough employees, temporary employees or court assigned employees, service contracts, Supervisors or Department heads to fulfill any function in time of emergency. The power to determine and declare an emergency shall be at the sole discretion of the Borough.

ARTICLE 19      SEVERABILITY OF AGREEMENT

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

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ARTICLE 20      FULLY BARGAINED PROVISIONS

Section 1

This Agreement incorporates the entire understanding of the parties in all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall negotiate with respect to any matter unless otherwise stated herein.

Section 2

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties thereto.

ARTICLE 21      CLOTHING AND UNIFORMS - HIGHWAY DEPARTMENT

Section 1

The Borough shall supply all employees with foul weather suits, gloves and uniforms replaced on a fair wear and tear basis. The Borough agrees to annually allot the sum of \$180.00 per bargaining unit member to provide work shoes, payable as a reimbursement by voucher.

ARTICLE 22      VACATIONS

The computing of earned vacation shall be governed by the terms and conditions

as set forth in the Merchantville Personnel Manual, adopted by Resolution of Borough Council on August 13, 2001, effective October 1, 2001, and any amendment thereto.

ARTICLE 23 TRAVEL EXPENSES

In connection with their official duties, employees shall be reimbursed at the rate of the I.R.S. Standard for all approved travel expenses while using a personal vehicle and shall be reimbursed for travel from the Borough's Municipal Building to their destination in connection with their official duties.

ARTICLE 24 SERVICE RECORDS

Employees covered by this Agreement may be entitled to inspect their service records upon request and by appointment with the Custodian of these records. The request must be made in writing, at least 24 hours prior to the appointment time desired.

ARTICLE 25 RULES, REGULATIONS AND SAFETY CODES

~~The Borough may establish such Rules, Regulations and Safety Codes as it deems necessary to the ongoing operation of the Borough functions.~~

The Union and the Borough agree that the employees covered by this Agreement will receive five (5) days advance notice of the contents and effective date, of the Borough's Rules, Regulations and Safety Codes and amendments and revisions thereto and that said employees and their supervisors shall abide by the provisions thereof.

Report of Defective Equipment

An employee shall promptly report all defects in equipment. The Borough and the bargaining unit employees will have monthly meetings on Borough time to discuss current and upcoming events as well as safety issues.

ARTICLE 26 HOLIDAYS AND PERSONAL DAYS

Holidays and Personal Days shall be governed by the terms and conditions as set forth in the Merchantville Personnel Manual, adopted by Resolution of Borough Council on August 13, 2001, effective October 1, 2001, and any amendment thereto.

ARTICLE 27 SALARIES

Commencing in the calendar year 2011, the following shall be paid to Covered Employees based upon their classification:

Helper I	\$11.50 per hour
Helper II	\$13.04 per hour
Helper III	\$13.99 per hour



Helper IV

\$14.91 per hour

An increase of \$0.50 per hour shall be granted to persons in the Job Classifications of "Helper I through Journeyman 1" upon their acquisition of a Commercial Drivers License (CDL), which would permit the employee to operate commercial vehicles owned by the Borough. The loss of such driving privileges shall cause the immediate revocation of this increase, as well as subject the covered employee to disciplinary action under this contract and the Merchantville Personnel Manual.

Commencing in the calendar year 2011, the following shall be paid to Covered Employees based upon their classification:

Journeyman I	\$16.15 per hour
Journeyman II	\$17.40 per hour
Journeyman III	\$18.63 per hour
Journeyman IV	\$19.88 per hour
Foreman	\$24.86 per hour

~~There shall be no increase to persons in the job classification of "Journeyman II, III, or IV" for acquisition of a Commercial Drivers License (CDL) permitting the Covered Employee to operate commercial vehicles owned by the Borough, since this is a pre-requisite to the job classification. The loss of such driving privileges may cause the demotion of the "Journeyman" to another job classification, as well as subject the covered employee to disciplinary action under this contract and the Merchantville Personnel Manual.~~

A covered employee who works for a minimum of three (3) full consecutive work days in a different classification as determined by the Superintendent of Public Works, shall be entitled to a ten percent (10%) increase in his per hour rate of the period of time he works in the higher job classification after the third, full consecutive work day.

It is hereby agreed that covered employees under this contract extension amendment shall receive a two percent (2.0%) annual increase in wages and it would be retro-activated to the end of the last contract (end of 2015). Annual increase would be received for 2016, 2017, and 2018, as well as a two percent (2.0%) increase for January 2019

ARTICLE 28      JOB CLASSIFICATION/DEFINITION FOR PUBLIC WORKS  
EMPLOYEES, REVISED 2007

The Borough can exercise its judgment in hiring employees to begin at an appropriate classification step considering the needs of the Department or the skills already possessed by the new employee. Once hired, promotions will be

made according to the criteria below. The Superintendent of Public Works may, in addition to the mechanisms provided in this article, recommend an employee for promotion based on merit to a classification, even lacking the specific criteria of reaching the anniversary date or having held the prior position in the classification scheme. Such a merit increase must be approved by the Borough Council before it takes effect.

**Probationary:** A new hire in the Department of Public Works must serve a period of ninety days (3 months). This period applies even if the employee begins at a classification above Helper I. The Borough may determine to terminate the employee during this period if, at its sole discretion, it determines the employee would not be a good employee in the Department of Public Works. The employee is evaluated at the end of the probation period to determine if he/she is competent to meet the demands of the work required within the Department of Public Works, such as loading of trash and recycling of trash into trucks, shoveling snow, cutting of grass, and general labor. This evaluation will also consider work performance in terms of quantity and quality, work attitude, including attitude toward co-workers and supervisors, absenteeism and any other performance considerations that the Borough determines would affect the contribution of the employee to the Department.

**Helper I:** A full time employee who will demonstrate and be trained in the following proficiencies while in this classification:

- a) Demonstrate satisfactory work habits as reflected in the probationary evaluation and the annual employee evaluation.
- b) Will be trained in the basic safety procedures during the probationary period.
- c) Following orders and duties assigned by immediate supervisors.

**Helper II:** A full time employee will be promoted to this position on the employee's hire anniversary date if he/she is currently classified as a Helper I. The Borough may at its sole discretion determine not to promote an employee who has had a suspension without pay in the preceding twelve months, or who has taken unpaid leave after exhausting all allotted leave for the calendar year, or who is deficient in any of the following skills:

- a) Has met the requirements of Helper I.
- b) Adherence to safety procedures regarding the collection and loading of trash, recycle items, discarded appliances and similar items.
- c) Adherence to safety procedures regarding the gathering of leaves, brush, etc.
- d) Ability to carry out safely and effectively similar duties assigned by immediate supervisors.

**Helper III:** A full time employee will be promoted to this position on the employee's hire anniversary date if he/she is currently classified as a Helper II.

The Borough may at its sole discretion determine not to promote an employee who has had a suspension without pay in the preceding twelve months, or who has taken unpaid leave after exhausting all allotted leave for the calendar year, or who is deficient in any of the following skills:

- a) Has met the requirements of Helper I and Helper II.
- b) Follows DPW training procedures regarding the cleaning of storm sewer inlets, the repair of potholes in streets, the use of large grass cutting equipment, and proper snow removal and use of snow removal equipment.

**Helper IV:** A full time employee will be promoted to this position on the employee's hire anniversary date if he/she is currently classified as a Helper III. The Borough may at its sole discretion determine not to promote an employee who has had a suspension without pay in the preceding twelve months, or who has taken unpaid leave after exhausting all allotted leave for the calendar year, or who is deficient in any of the following skills:

- a) Has met the requirements of Helper I, II and III.
- b) Has the knowledge of the whereabouts of all Borough facilities and the trash, recycle and discarded appliance/heavy metal routes.
- c) Has knowledge of the function and care of DPW equipment, along with a basic understanding of repairs to that equipment.

**Journeyman I:** A full time employee will be promoted to this position on the employee's hire anniversary date if he/she is currently classified as a Helper IV. The Borough may at its sole discretion determine not to promote an employee who has had a suspension without pay in the preceding twelve months, or who has taken unpaid leave after exhausting all allotted leave for the calendar year, or who is deficient in any of the following skills:

- a) Has met the requirements of all Helper classifications.
- b) Has a State of New Jersey driver's license providing for the safe operation of DPW owned vehicles requiring the operator to have a license.
- c) Has demonstrated the ability to be trained in the use of all Borough owned equipment, not requiring a CDL license.
- d) Has complete knowledge of all Borough facilities.
- e) Has knowledge of the proper use and care of tools and equipment used by the DPW.
- f) Performs all assignments and duties assigned by immediate supervisors.

**Journeyman II:** A full time employee will be promoted to this position on the employee's hire anniversary date if he/she is currently classified as a Journeyman I. The Borough may at its sole discretion determine not to promote an employee who has had a suspension without pay in the preceding twelve months, or who has taken unpaid leave after exhausting all allotted leave for the calendar year, or who is deficient in any of the following skills:

- a) Has met the requirements of Journeyman I.
- b) Has a Commercial Driver's License (CDL) of the type required to operate all Borough owned equipment.
- c) Has knowledge of all Borough facilities and the proper care and maintenance of same.
- d) Has the ability to operate all Borough equipment including trash trucks, snow plow equipment, snow and ice sanding/salting devices, leaf collection machines, street sweepers, pumps for use in sewer emergencies and any other specialized equipment or tools used by the DPW.

**Journeyman III:** A full time employee will be promoted to this position on the employee's hire anniversary date if he/she is currently classified as a Journeyman II. The Borough may at its sole discretion determine not to promote an employee who has had a suspension without pay in the preceding twelve months, or who has taken unpaid leave after exhausting all allotted leave for the calendar year, or who is deficient in any of the following skills:

- a) Has met the requirements of Journeyman II.
- b) Has knowledge of all Borough facilities, boundaries, drainage systems, and street locations.
- c) Has complete knowledge of all Borough equipment and is proficient in the operation, care, and maintenance of same.

**Journeyman IV/Asst/ Foreman:** This position is to ensure that someone is prepared to step up and assume the responsibilities of Foreman in the event the Foreman or the Superintendent are unable to perform their duties for any reason. The Borough Council can appoint an employee to this position following the recommendation of the Superintendent of Public Works. The Borough may at its sole discretion determine not to promote an employee who has had a suspension without pay in the preceding twelve months, or who has taken unpaid leave after exhausting all allotted leave for the calendar year, or who is deficient in any of the following skills:

- a) Has met the requirements of Journeyman III and performed the duties of that position to the satisfaction of the Foreman and the Superintendent of DPW.
- b) Must be recommended to this position by the Superintendent and approved by the Director of DPW.

**Foreman:** The Borough Council can appoint an employee to this position following the recommendation of the Superintendent of Public Works. The Borough may at its sole discretion determine not to promote an employee who has had a suspension without pay in the preceding twelve months, or who has taken unpaid leave after exhausting all allotted leave for the calendar year, or who is deficient in

any of the following skills:

- a) Has met the requirements of Journeyman IV and performed the duties of that position to the satisfaction of the Foreman and the Superintendent of DPW.
- b) Must be recommended to this position by the Superintendent and approved by the Director of DPW.

ARTICLE 29      TEAMSTERS LOCAL 676 AND EMPLOYERS ANNUITY FUND

Section 1

The Employer will contribute to the Teamsters Local 676 and Employers Annuity Fund (hereinafter referred to as the "Fund") as provided below.

Section 2

Effective: January 1, 2012 The Employer shall contribute into the Fund the sum of one dollar and twenty-five cents (\$1.25) per hour and twenty-five cents (\$0.25) retro for each hour worked, for each regular employee of the Employer covered by this Agreement who has completed probation.

Effective: January 1, 2013 The Employer shall contribute into the Fund the sum of one dollar and Fifty cents (\$1.50) per hour and twenty-five cents (\$0.25) retro for each hour worked, for each regular employee of the Employer covered by this Agreement who has completed probation.

Effective: January 1, 2014 The Employer shall contribute into the Fund the sum of one dollar and seventy-five cents (\$1.75) per hour for each hour worked, for each regular employee of the Employer covered by this Agreement who has completed probation.

Effective: January 1, 2015 The Employer shall contribute into the Fund the sum of two dollars (\$2.00) per hour for each hour worked, for each regular employee of the Employer covered by this Agreement who has completed probation.

Effective: January 1, 2018 The Employer shall contribute into the Fund for the sum of two dollar and twenty-five cents (\$2.25) per hour for each hour worked, for each regular employee of the Employer covered by this Agreement who has completed probation.

Effective: January 1, 2019 The Employer shall contribute into the fund for the sum of two dollars and fifty cents(\$2.50) per hour for each hour worked, for each regular employee of the Employer covered by this agreement who has completed probation.

Section 3

The sums required in Section 2 above shall be remitted to the Fund at Insurance and Retirement Administrators, Inc., P.O. Box 740, Valley Forge, Pa. 19481, or at any other location that may be determined by the Trustees of the Fund upon notification of the employer.

Section 4

The monthly payments shall be submitted to the Fund on or before the 20th day of the month following the month for which they are to be credited.

Section 5

Notwithstanding the provisions of any other article in this contract, the union may strike or take any other economic action against a delinquent employer following receipt by the Employer of five (5) working days written notice from the Fund of the delinquency. Such notice shall be given by telegram, registered or certified mail, stating that the employer is delinquent if the delinquency is not corrected during the five (5) day period the union may take economic action. Copies of the delinquency notice shall also be sent by the Administrator of the Fund to the Local Union and the Chairperson of the Board of Trustees.

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Section 6

Failure on the part of the Employer to timely pay the contributions as specified hereinabove shall make him liable for all claims, damages, attorneys' fees, court costs, plus all arrears and payments plus 10% of the total as liquidated damages.

Section 7

The Employer shall complete and deliver to the Fund an Employer's Report, stating the name, social security number and amount of contribution for each covered employee. The Fund shall prepare the appropriate forms for reporting contributions. Such reports shall be forwarded to the Fund with each and every contribution payment.

Section 8

The Trustees of the Fund or their designated representative shall have the authority to audit the time cards, payroll and wage records of the employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of the contributions made to the Fund and adherence to the requirements of this Agreement regarding coverage and contributions. The Trustees or their designated representative shall give the Employer at least a five working day advance notice of their request to audit the Employer's records.

Section 9

By execution of this agreement, the Employer authorizes the Trustees of the Fund to enter into appropriate trust agreements necessary for the administration of such

funds. The Employer designates the Employer Trustees of the Fund to act on its behalf, thereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

#### ARTICLE 30      HOURS OF WORK AND OVERTIME

- a) The normal workday for Public Works employees is eight (8) hours, exclusive of one-half (½) hour lunch period. Employees are expected to be at their work location and ready to begin work at the beginning of their work schedule.
- b) Employees shall receive a rest period of fifteen (15) minutes, on the Borough's time, for each half day work period. Rest periods shall be scheduled as near as possible to the midpoint of each half day work period.
- c) The Borough shall provide each employee with his/her lunch period between the third and fifth hour of each shift. The employee may not add the two (2) fifteen (15) minute rest breaks to the meal period. All rest breaks and lunch breaks shall be arranged by the employee at the discretion of his/her supervisor.

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- d) The standardization of working hours is necessary to provide (1) continuity in access by and service to the citizenry; (2) facilitation of teamwork; and (3) facilitation of supervisory assistance.
- e) Occasions may arise when the service to the citizen can be improved through the adjustment of an employee's work hours. The Department Head shall obtain approval from the Department Director for the adjustment in work hours, except for lunch periods.
- f) Individual requests for adjustment of working hours for personal reasons must be evaluated in light of the effect on the criteria enumerated in items 1-3 above.
- g) Advance notice of anticipated tardiness is expected; notice of unavoidable tardiness is expected when possible. Failure to do so will be construed as an unexcused absence.
- h) Notification by another employee, friend or relative is not considered proper except in an emergency situation where the employee is physically unable to make the notification.
- i) The Department Head will maintain daily attendance records, including dates and times absent and reason for absence. Attendance shall be a consideration in determining promotions, transfers, satisfactory completion of probationary periods and continued employment with the Borough. Frequent tardiness or other attendance irregularities shall be cause for disciplinary action. This may take the form of progressive discipline.
- j) Hours for part time and certain other employees may vary from the normal office hours noted above due to the nature of their duties and will be

determined by the appropriate Department Head, with concurrence of the Department Director.

- k) Covered employees, who have worked an eight-hour day and are called back to work during a declared State of Emergency, shall receive the overtime rate for the hours worked while called back in response to the declared State of Emergency.
- l) Covered employees, who are on-call for either night or weekend and called back to work, shall receive the overtime rate for the hours worked while on call back, and are guaranteed a minimum of two (2) hours time to respond to the "on-call" event.

ARTICLE 31      MILITARY LEAVE

Military leave shall be granted pursuant to all Federal and State Laws.

ARTICLE 32      HEALTH BENEFITS INSURANCE

The covered employees shall receive health benefits insurance consistent with and substantially similar to those provided by the Borough of Merchantville to other non-uniform employees. The Borough reserves the right to amend this insurance coverage, as it deems necessary.

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ARTICLE 33      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 deductions will only be remitted to the Credit Union once a month.

ARTICLE 34      NO STRIKE CLAUSE

Section 1

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

Section 2

In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any Union member shall entitle the



Borough to deem such activity as grounds for termination of employment of such employees.

Section 3

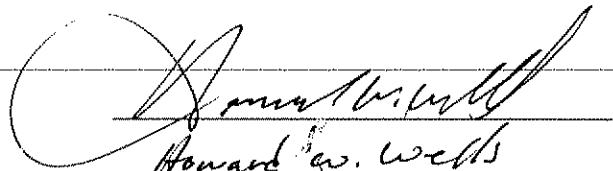
The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Borough.

ARTICLE 35 TERM AND RENEWAL OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2015 and shall be in effect up to and including December 31, 2019.

**IN WITNESS WHEREOF**, we, the duly appointed representatives of Teamsters Local 676, hereunto set our hands and seals the day and the year first written above.

Dated: 12/17/18


  
Howard W. Wells  
President

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

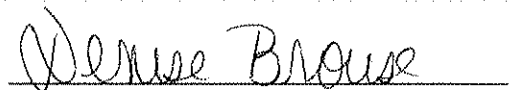
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**IN WITNESS WHEREOF**, we, the undersigned Mayor and Borough Clerk of the Borough of Merchantville, hereunto set our hands and seals the day and the year first written above.

Dated: 12/10/18

  
Edward Brennan, Mayor  
Borough of Merchantville

Dated: 12/10/18

  
Denise Brouse, Borough Clerk