

A G R E E M E N T

between

TEAMSTERS LOCAL UNION NO. 830

and

BOROUGH OF COLLINGSWOOD

Effective: 01/01/07

to

Expiration: 12/31/10

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AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2007, by and between the **BOROUGH OF COLLINGSWOOD**, in the County of Camden State of New Jersey (hereinafter referred to as the “**BOROUGH**”), and **LOCAL 830, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA** (hereinafter referred to as the “**UNION**”), represents the complete and final understanding on all bargainable issues between the BOROUGH and UNION, and is designed to maintain and promote a harmonious relationship between the BOROUGH and such of its employees who are covered by Article I, Recognition, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

The BOROUGH recognizes the UNION as the exclusive collective negotiations agent for all blue collar employees employed in the BOROUGH’S Highway, Sewer, and Water Departments, but excluding all craft and professional employees, managerial executives, department heads, deputy department heads and supervisors within the meaning of the Act.

ARTICLE II
MANAGEMENT RIGHTS

A. The BOROUGH OF COLLINGSWOOD, Mayor and Commissioners 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 without limiting the generality of the foregoing, the following rights:

1. The executive management administrative control of the BOROUGH Government and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may from time to time be determined by the BOROUGH.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make, maintain, and amend such reasonable rules and regulations and/or policy manuals as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the department after advance notice to the employees to require compliance by the employee is recognized.

All written warnings are rendered null and void after 18 months and cannot be used for the purpose of progressive discipline.

4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good just cause according to law.

6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

7. The BOROUGH reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the department.

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

C. Nothing contained herein shall be construed to deny or restrict the BOROUGH of its rights, responsibilities, and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE III
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to an employee's problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the UNION.

B. Definition

1. The term "grievance" as used herein means any controversy arising over the interpretation, the application or alleged violation of the terms and conditions of this Agreement, and may be raised by an individual, the UNION, or the BOROUGH..

2. The UNION business representative shall have the right to participate in all steps of the grievance Procedure noted below:

C. Steps Of The Grievance Procedure

The following constitutes the sole and exclusive method for resolving the grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One

a. An aggrieved employee shall institute action under the provisions hereof within seven (7) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said seven (7) working days shall be deemed to constitute an abandonment of the grievance.

b. The supervisor shall render a decision within three (3) working days after receipt of the grievance.

Step Two

a. In the event the grievance has not been resolved at Step One, then within three (3) working days following the determination of the immediate supervisor, the matter may be submitted to the Borough Administrator.

b. The Borough Administrator shall review the matter and make a determination within five (5) working days from the receipt of the Complaint.

c. In the event the grievance has not been resolved by Step Two (b), the Director of the department shall review the matter and make a determination within five (5) working days from the receipt of the Complaint.

Step Three

a. In the event the grievance has not been resolved at Step Two, the UNION may within fifteen (15) working days, request arbitration. The arbitrator shall be chosen in accordance with the Rules of the American Arbitration Association, or the New Jersey Board of Mediation.

b. In the event the aggrieved elects to pursue Court action, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The UNION shall pay whatever costs may have been incurred in processing the case to arbitration.

c. 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 arbitrator shall not have the authority to add, to modify, detract from, or alter in any way, the provisions of this Agreement or any amendments of supplement thereto.

d. 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.

e. The arbitrator's decision shall be binding and he shall set forth his findings of facts and reasons for making the award within thirty (30) days after conclusion of the arbitration. hearing unless agreed to otherwise by the parties.

f. No reply at any step of the grievance Procedure shall be deemed a denial.

ARTICLE IV

UNION REPRESENTATIVES

A. UNION activities, in addition to the rights of representation set forth in the Grievance Procedure, may be conducted on BOROUGH property provided such activities do no disrupt normal work operations.

B. The UNION shall notify the BOROUGH or its designees of the names of current UNION officers and stewards responsible for processing grievances.

C. **Shop Stewards**

The Employer recognizes the right of the UNION to designate Shop Stewards and alternates from the Employer's seniority list. The authority of shop Stewards and alternates 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 employer or the employer's 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; or

(b) 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 employer's business.

Shop Stewards and alternates have no authority to take strike action or any other action interrupting the employer's business, except as authorized by law and by official action of the UNION. The employer recognizes these limitations upon the authority of Shop Stewards and their alternates, and shall not hold the UNION liable for any unauthorized acts. the employer, in so recognizing such limitation, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slow-downs, or work stoppage in violation of this Agreement.

ARTICLE V

SICK LEAVE AND DISABILITY

A. Every employee subject to this Agreement shall be entitled to be paid sick leave benefits per annum according to N.J.S.C.4:1-1.1, et seq., of the Civil Service Rules for the State of New Jersey, revised November 30, 1973.

B. Service Credit For Sick Leave

1. All permanent employees, or full time provisional employees, shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease.

3. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper, during this period of illness.

C. Amount Of Sick Leave.

1. Sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

D. Reporting Of Absence On Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

(a) Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation.

E. Verification Of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

(a) An employee who has been absent on sick leave for periods totaling five (5) sick days in one calendar year consisting of periods less than three (3) days, shall submit a doctor's certification on the morning of the day returning to work .

The employee also must have a doctor's certificate before being admitted to go to work.

(b) The BOROUGH may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under such circumstances. Abuse of sick leave shall be cause for disciplinary action. Alleged abuses shall be investigated by the Business representative of the UNION and a representative of the BOROUGH.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The BOROUGH may require an employee who has been absent because of a personal illness, as a condition of his return to duty, to be examined at the expense of the BOROUGH by a physician designated by the BOROUGH. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

F. **Buy Back of Sick Leave**

Any employee who has been vested in the state Pension Plan, upon termination will be entitled to buy back 100% of the employee's accumulated sick days, maximum bank of 75 days, at the employee's regular rate of pay. The only exception is if the employee has been dismissed due to any type of disciplinary action. Annually, all employees who have accumulated and maintain 50 sick days shall be entitled to buy back annually those days not used in the calendar year at the following rates:

2007	60%
2008	70%
2009	80%
2010	100%

Employees have the option to buy all sick days in that calendar year, bank them, or any combination of both.

Because of budget restrictions and planning, the Borough will issue buy back checks after the adoption of the following year's budget. The rate shall be for the year in which the days were credited for.

G. **Disability (Non-Work Related)**

(1) In the event of non-work related disability, as defined below, employees shall be entitled to be paid by the BOROUGH their regular pay for a period of two (2) weeks after the employee has used all of his accrued sick leave, vacation time, and personal days, provided for in this Article, and Articles VIII and XII. In the event such disability continues, the employee shall be paid one-half (1/2) of said regular pay for a further period not to exceed twenty-six (26) weeks.

(2) Disability is defined herein as being the same standards utilized under the New Jersey State Disability Statutes. Upon request of the BOROUGH, an employee must provide medical proof thereof satisfactory to the BOROUGH, and the employee shall consent to a medical examination by a doctor of the BOROUGH'S choosing.

ARTICLE VI

LEAVE OF ABSENCE

A. A leave of absence without pay shall, in the discretion of the BOROUGH, be granted for good cause to any employee who has been employed for a period of ninety (90) days after his probationary period.

B. Employees returning from authorized leaves of absence as set forth herein will be restored to their original rate of pay with no loss of seniority or other rights.

C. The UNION shall have the right to endorse or not to endorse the written request of any employee.

ARTICLE VII

JURY DUTY

A. In the event an employee is called to Federal or State jury service, then an employee shall be paid the difference between his regular rate of pay for forty (40) hours and the maximum of his stipend for such jury service for up to a maximum of twenty (20) working days per year.

ARTICLE VIII

HOLIDAYS & PERSONAL DAYS

A. Each employee shall enjoy nine (9) paid holidays for each year of this agreement as follows:

1. New Year's Day
2. Good Friday or Easter Monday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Day after Thanksgiving Day
8. Christmas Eve
9. Christmas Day

In order to qualify for payment, the employee must work his last day and first regularly assigned work day before and after a holiday period.

B. In addition, each employee shall enjoy eight (8) personal days for each year. The employee shall request the use of such days at least seventy-two (72) hours in advance except in the event of personal emergencies, and shall not be unreasonably refused the use of such personal days subject to manpower needs of the department in which he/she is employed. In the event of multiple requests for the same day, seniority shall be used to determine priority.

ARTICLE IX

HOURS AND OVERTIME

- A. The normal work day shall consist of seven and one-half (7 ½) hours per day.
- B. All work performed in excess of seven and one-half (7 ½) hours per day or thirty-seven and one-half (37 ½) hours per week shall be considered overtime and shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay. This provision shall begin upon execution of this contract.
- C. Overtime shall be distributed as equitably as possible, provided the employee has the ability to perform the work, and seniority shall be used as a factor in such distribution. Overtime shall be distributed pursuant to the policy approved by the Public Works and the Water Superintendents.
- D. In the event that an employee is recalled to duty on a Sunday or a holiday, he/she shall be paid twice his regular hourly rate of pay.
- E. In the event of recall to duty not included within the provisions of Section D, an employee shall be guaranteed a minimum of two (2) hours per day at the overtime rate.

F. In the event of recall to duty on holidays, employees shall be paid at the rate of double time for all hours worked. this is clarified to mean that on such occasions, employees shall be paid double time in addition to the holiday pay.

G. Employees acknowledge the existence and posting in the shop of work rules and agree to abide by same.

H. Employees will be paid on a bi-weekly basis.

I. "On Call" status is hereby implemented.

1. The week a member is on "Sewer on Call" he will receive salary as follows:

2007	\$304.10
2008	\$315.50
2009	\$327.33
2010	\$339.60

The week a member is on "S-1 Sewer on Call" he will receive salary as follows:

2007	\$432.34
2008	\$448.55
2009	\$465.37
2010	\$482.82

The week a member is on "Water on Call" he will receive salary as follows:

2007	\$418.16
2008	\$433.84
2009	\$450.10
2010	\$466.97

4. If a member is not available on a day, or misses a call, he will not be paid for that day. An appropriate amount will be deducted and given to the person who is called in.
5. The member must be available all day when he is “on call.” If, for instance, a member responds to a call in the morning, but fails to respond to one in the afternoon, he will not receive that days pay. The person called in the afternoon will receive that day’s pay.
6. If a member is off on a sick, personal, or vacation day, that person cannot be “on call” that day. One days pay will be deducted. However, if he is on vacation the week he is “on call,” or if he knows he will not be available during his week “on call,” he may switch weeks with either the person in front of him or behind him on the “on call” list. If he is changing weeks, the superintendent must be notified at least one week prior to the change.
7. If a member fails to respond to any calls for two consecutive “on call” weeks without good reason, he will be remove from the list.
8. If the night maintenance man cannot reach the person “on call,” he will call the next person on the list and continue down the list until he gets someone to respond.
9. If a member is not available on a particular day, he should notify the night maintenance man of that.
10. The following are instances of when a member will be called in:

Sewer Stoppages; Water Shut-offs; Flags; Replacing Stop Signs;
Salting and Sanding (when only one man is called). Any other duties
as determined by the Superintendent and Shop Steward.

12. Primary on-call in Sewer and Water Department to count towards pension accrual.

13. To pay Primary Sewer on-call double time for holidays.

ARTICLE X

BEREAVEMENT LEAVE

A. Death leave of absence of six (6) days shall be granted to each employee where there is a death in the employee's immediate family to include spouse, child, foster & step children, mother, father, father-in-law, mother-in-law, or death of a relative residing in such member's household.

B. Death leave of absence of five (5) days shall be granted to each employee where there is a death of the employee's brother, sister, step mother or step father.

C. Death leave of absence of three (3) days shall be granted to each employee where there is a death in the employee's grandfather, grandmother, grandchildren, brother-in law, sister-in-law, son-in-law, daughter-in-law.

D. Death leaves of absence of one (1) day, shall be granted to employee where there is death of the employee's, aunt, uncle, niece or nephew.

E. Absences shall be granted from date of death. If circumstances warrant additional time, the Borough Administrator shall have the power to grant the same at his discretion or at the discretion of someone authorized by him to grant extended leave.

F. Death leave of absence shall not be charged against vacation or holiday leave and the employee shall be compensated as if he had worked those days.

ARTICLE XI

DEDUCTIONS FROM SALARY

- A. The BOROUGH agrees to deduct from the salaries of its employees subject to this Agreement dues for the UNION. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967; N.J.S.A. (R.S.)52:14-15.9 (e) as amended. Said monies together with records of any corrections shall be transmitted to the UNION office by the fifteenth (15th) day of each month following the monthly pay period in which deductions were made.
- B. If during the life of this Agreement, there shall be any change in the rate of membership dues, the UNION shall furnish to the BOROUGH written notice prior to the effective date of such change and shall furnish to the BOROUGH either new authorization from its members showing the authorized deduction for each employee or an official notification of the letterhead of the UNION and signed by the President and Secretary-Treasurer of the UNION advising of such charged deduction.
- C. The UNION will provide the necessary "Check-Off Authorization" form, and the UNION will secure the signatures of its members on the forms and deliver the signed forms and deliver the signed forms to the director of Finance. 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 or tin reliance upon the official notification of the letterhead of the UNION and signed by the President and Secretary-Treasurer of the UNION advising of such changed deduction.

D. All employees in the bargaining unit who are not members of the union shall be required to pay a representational fee in lieu of dues for services rendered by the union.

E. The representation fee shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Union to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall it exceed 85% of the total fee charged to members.

F. The Union shall establish and maintain a demand and return system which provides pro rata returns as require by N.J.S.A. 34:13A-5.5 and N.J.S.A. 34:13A-5.6.

G. The Union shall be entitled to the representation fee only if membership in the Union is available to all employees in the bargaining unit on an equal basis; and, provided further, that nothing herein shall be deemed to require any employee to become a member of the Union.

H. Payment of the representation fee shall be made to the Union during the term of the collective bargaining agreement affecting such non-member employees and during the period, if any, between successive agreements so providing.

1. The Borough shall deduct the representation fee from the wages or salaries of the non-member employees.

2. The Union shall provide to the Borough a list of membership dues, fees and assessments charged its own members, and the cost of any benefits financed therefrom which benefit only members; any change in the list must be reported to the Borough within 15 days of such charges.

3. The deduction process and the transmission of fees to the Union will, as nearly as is efficient and practical for the Borough, be the same as the deduction process and transmission of regular membership dues, fees and assessments to the Union.

4. Obligation to pay the representation fee shall start on the ninetieth day after the beginning of the employees employment in a position included in the bargaining unit.

ARTICLE XII

VACATIONS

A. Employees covered by this Agreement shall be entitled to the following paid vacation leave:

1 st day through completion of 1 year	5 days
From completion of 1 st year through 5 th anniversary date	10 days
Thereafter to 7 th anniversary date	11 days
Thereafter to 9 th anniversary date	12 days
Thereafter to 11 th anniversary date	13 days
Thereafter to 13 th anniversary date	14 days
Thereafter to 15 th anniversary date	15 days
After 15 th anniversary date	20 days
After 20 th anniversary date	25 days
After 25 th anniversary date	27 days
After 26 th anniversary date	28 days
After 27 th anniversary date	29 days
After 28 th anniversary date	30 days

B. Requests for vacations will be made early enough each year so that sufficient time will be available to allow each employee the vacation time requested. If, in the opinion of the BOROUGH, an excessive number of requests for vacations are made for a specific time period or periods, the BOROUGH shall be entitled to direct one or more employees making such requests to request other times and seniority shall govern which employees are allowed a requested time period where an excessive number of request are made for that period. It is understood that because of the BOROUGH'S work load and leaf and snow removal between October 1 and March 15 of each year, vacations will not be taken during that time except with the consent of the BOROUGH.

C. Employees must take their vacation time and will not be permitted to work during said vacations in order to obtain additional pay.

ARTICLE XIII

SUBCONTRACTING

The employer shall not, except with the consent of the UNION, subcontract any work ordinarily performed by employees covered by this Agreement, except in the event of emergencies. This clause shall not be deemed to preclude the hiring of part-time and/or temporary and/or seasonal employees.

ARTICLE XIV

SAFETY AND HEALTH

A. The parties represent that they shall comply with the provisions of all Federal and State acts applicable to safety and health.

ARTICLE XV

SENIORITY

- A. Seniority shall be defined as the employee's uninterrupted service with the BOROUGH counted from date of initial appointment. Seniority shall be administered, for the purposes of this contract, by Department. Traditional principles of seniority shall apply to lay-offs and any subsequent recalls of employment.
- B. In the event of vacancies or transfers to different assignments within a Department, providing all employees are equally qualified to perform the work, seniority shall be the primary factor in assignment
- C. The BOROUGH will permit all jobs as available to be posted and bid on a seniority basis.

ARTICLE XVI

NO-STRIKE AND NO LOCKOUT PLEDGE

- A. During the term of this Agreement, the UNION agrees on behalf of itself, insofar as is legally possible on behalf of each of its members, that there will be no strike of any kind and the BOROUGH agrees that it will not cause any lockout.
- B. The UNION covenants and agrees that 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 an employee from his position, or stoppage of work or abstinence in whole or in part, from the full faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walkout or other job action against the BOROUGH.

C. Nothing contained in this Agreement shall be construed to limit or restrict the BOROUGH in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the UNION or its representatives.

ARTICLE XVII

SALARIES

For the year 2007-2010, the salaries of all employees within the unit shall be increased as follows:

2007	-		3.75%
2008	-		3.75%
2009	-		3.75%
2010	-		3.75%

Commencing with the year 1995, the starting salary for new hires shall be reduced by **TEN PERCENT (10%)**.

LONGEVITY

A. All full-time employees in the unit hired prior to 7/1/99 shall be entitled to longevity as follows:

		<u>2007</u>	<u>2009</u>	
5 years of service	-	-	-	(of annual salary)
8 years of service	-	-	-	(of annual salary)
12 years of service	-	7.50%	8.25%	(of annual salary)
15 years of service	-	8.25%	8.75%	(of annual salary)
20 years of service	-	8.50%	9.00%	(of annual salary)

B. Any employee hired after July 1, 1999, will be entitled to the following longevity for the entire length of the contract:

1 - 5 years	-	\$750.00
6 - 10 years	-	\$1,000.00
11 - 15 years	-	\$1,250.00
16 – 20 years	-	\$1,700.00
20 and up	-	\$2,000.00

Employees who have more than six (6) months of service but less than one (1) year, will receive \$375.00. Those employees entitled to longevity will receive the same on or about December 1st for each year of the contract.

SHOE/CLOTHING ALLOWANCE

A. Employees shall receive a shoe/clothing allowance in the amount of THREE HUNDRED DOLLARS (\$300.00) for each year of this contract.

B. The Borough will provide winter & rain gear to employees and will replace them when needed.

CDL LICENSE

A. The employer agrees to reimburse employees for any additional cost toward the renewal of CDL license, (i.e. the difference between a regular license and CDL).

B. C.D.L. Bonus - \$200.00 annually to be paid in December.

ARTICLE XVIII

SEPARABILITY AND SAVINGS

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.

ARTICLE XIX

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

ARTICLE XX

HEALTH PLAN

The BOROUGH shall provide the Amerihealth Plan. An employee with twenty-five (25) years of service in the State Pension Plan will be entitled to fully paid health plan benefits for the life of the retiree, spouse, and all eligible children for the life of the retiree.

Office visit deductible will be as follows:

HMO	-	\$15.00
PPO	-	\$20.00

Prescription deductible will be as follows:

HMO	-	\$10.00 Generic
		\$15.00 Name Brand
		\$35.00 Formulary
PPO	-	\$10.00 (generic)
		\$20.00 (name brand)
		\$35.00 (formulary)

Any employee hired after July 1, 1999, will be entitled to Health Benefits for the employee only until he/she completes their 3rd year of employment.

DENTAL PLAN

The BOROUGH shall provide a dental plan.

ARTICLE XXI

DRUG/ALCOHOL ABUSE POLICY STATEMENT

This policy statement outlines formally the Borough of Collingswood's policy regarding the program which has been put in place to assure our compliance with the federally mandated anti-drug/alcohol plan, 49 CF Parts 40, 199, and 382, regarding C.D.L. licensees. This policy is intended to supplement previously imposed drug/alcohol policies; this policy, as it relates to C.D.L. Licensees and all employees who operate a borough vehicle supersedes any previously imposed policy, to the extent of any inconsistency.

Our policy is as follows:

Upon arrival for duty the employee shall have no blood alcohol concentration in exceed .02 (BAC). No alcohol is to be consumed during duty. No alcohol is to be consumed for eight hours following an accident if the CDL employee's involvement has not been discounted by the employer as contributing factor or until tested. Prescription medications and over-the-counter products containing alcohol have the same restrictions as alcoholic beverages.

The use of controlled substances is prohibited including but not limited to marijuana, opiates, cocaine, amphetamines and phencyclidines. Use is prohibited on-duty, off-duty and during vacation periods. Prescriptions medications and over-the-counter products that impair ability to safely perform CDL functions while on duty are prohibited.

On first occasion an alcohol test result of .02 - .039 BAC will have the consequence, at a minimum, of being taken out of service for 24 hours. A second occasion as outlined above shall be deemed a pattern. A .04 BAC (or greater) test result, a positive drug test result, or refusing to be tested will have consequence, at a minimum, of being taken out of service. (See Rehabilitation & Discipline)

In addition to the above Department of Transportation (DOT) Regulatory consequences, the employee may be subjected to further discipline including termination.

A CDL employee must submit to the DOT required alcohol and drug tests including: pre-employment, post-accident, random, as outlined under DOT policy reasonable suspicion, as outlined below, return-to-duty and follow up. Refusing to submit to a test has the same consequences as a positive test result.

The Borough of Collingswood will provide an "Employee Assistance Program" for its employees and supervisory personnel which will include a program of education and training on the effects of drug abuse. We will make available to all employees informational material related to the cause and effects of substance abuse and additionally will provide a community service hot line telephone number, which can be used by our employees whenever assistance is required. Supervisory personnel who will be in a

position to determine whether an employee must be drug/alcohol tested based on “reasonable suspicion” will receive a minimum of two (2) hours of training on the Specific physical, behavioral and performance and performance indicators of probable drug/alcohol abuse and control.

Additionally, the Borough of Collingswood has been mandated, by the Federal regulation, to implement and maintain a program of substance abuse testing on all employees whose jobs are covered under the Federal Department of Transportation regulation 49 CFR Parts 40, 199, 382.

The Borough of Collingswood further has determined to take action against employees who unlawfully use, distribute or possess alcohol, drugs or controlled substance during assigned working hours in order to prevent illegal activities and to protect employees, the public and the Borough of Collingswood’s property from danger which may result from the illegal use of alcohol, drugs or controlled substances. The objective of the policy is to provide and maintain a safe, drug/alcohol free work environment.

The Borough of Collingswood has further determined that (it will not employ or use) the services of any employee covered by this policy who refuses to be tested for drugs/alcohol, and will discipline any employee who, having taken such test, fails same. The term “discipline” may include termination of services.

DEFINITION

“Employee” means a person employed by the Borough of Collingswood in a capability which requires a commercial driver’s license to be maintained including all Department of Public Works workers. Roadmen, Mechanics, Building & Grounds workers, foreman and supervisors all of whom shall be included in the test pool.

“Fail a drug/alcohol test” means that the confirmation test result shows a positive evidence of the presence of a prohibited drug/alcohol in an employee’s system.

“Pass a drug/alcohol test” means that initial testing or confirmation testing does not show evidence of the presence of prohibited drug/alcohol in a person’s system.

“Prohibited drug” means any of the following substances specified in the Schedule or Schedule II of the Controlled Substances Act, U.S.C. 801, 812 (1981 and 1987 CUM, P.O.); Marijuana, Cocaine, Opiates, Amphetamines, and Phencyclidine “PCP”.

DEPARTMENT OF TRANSPORTATION (DOT) REQUIRED TESTS

PRE-EMPLOYMENT

An alcohol and drug test shall be performed when hiring an employee required to hold a CDL, or transferring an existing employee into a CDL position. Pre-employment test costs shall be paid for by the applicant. If the applicant passes testing; he/she will be reimbursed.

POST-ACCIDENT

As soon as possible but no later than 2-8 hours after an accident occurs during employment hours, any employee whose performance either contributed to the accident or whose performance cannot be completely discounted as a contributing factor to the accident shall be drug/alcohol tested. The decision to test or not to test shall be at the sole discretion of the employer based upon information available immediately after the accident. The supervisor in conjunction with any other investigative personnel shall fully document the basis upon which a decision to test or not to test is made. In the case of an accident involving a fatality or an injury, the issuance of a citation to a Borough of Collingswood employee, the involved employee shall automatically be tested.

RANDOM DRUG TESTING

Throughout the year a testing service contracted by the Borough of Collingswood shall conduct random alcohol and drug tests to randomly selected employees. The testing services shall use a scientifically valid random selection method, testing 25% of the CDL employees for alcohol and 50% for drugs. These tests shall be performed just prior to, during, or just after duty. The test costs shall be paid for by the Borough of Collingswood.

TESTING BASED ON REASONABLE SUSPICION

Whenever there is reasonable suspicion to believe that an employee is using a prohibited drug/alcohol, such employee shall be drug/alcohol tested. The decision to so test will be based on a reasonable belief that the employee is using prohibited drug/alcohol on the basis of the specific, contemporaneous, physical, behavioral or performance indicators of probable drug/alcohol use. One supervisor of the employee trained in detecting possible drug/alcohol use symptoms shall substantiate the decision to test. When testing is based upon reasonable suspicion, the Borough will, if feasible, afford a Shop Steward an opportunity to observe the employee.

REHABILITATION AND DISCIPLINE

All employees are entitled to voluntarily participate in the "Employee Assistance Program" regardless of positive test result being received. However, if there is a positive test result, participation in the "Employee Assistance Program" or an alternate program approved by the Borough of Collingswood Administration shall be a prerequisite to continued

employment. Refusal to enroll in a program or to complete a full course of rehabilitation shall be cause for immediate termination of services. A positive alcohol test is one with a level of .040 or greater. Employees with a pattern of reading between .020 and .039 may also be subjected to enrolling in a mandatory counseling program.

In addition to completing a required course of rehabilitation, employees shall be subject to the following discipline:

1. Following the confirmation of a positive test, there shall be a minimum five (5) day suspension. In the case of an alcohol test result between .02 and .039, the penalty would be limited to a suspension for 24 hours out of service. The suspension shall remain in full force until there is a negative retest provided to the Borough of Collingswood through a certified laboratory (all costs of testing to be borne by the employer unless a re-test is positive, in which case cost shall be borne by the employee) but failure on the part of the employee to present a negative test result within six (6) weeks from the original incident date shall automatically result in termination of Employment. The Borough will only pay for one test that is negative. The Borough of Collingswood reserves the right, for reasons of operational efficiency, to immediately fill the suspended employee's position unless it is a second occasion violation in which case termination shall apply as per paragraph 2 below.
2. Employees found to be in violation of this policy (confirmation of positive drug/alcohol test) on a second occasion will be immediately dismissed.

RETURN – TO DUTY AND FOLLOW-UP

As a consequence of a .04 BAC (or greater) alcohol test or a result of a positive drug test result or a test refusal an employee shall be taken out of service and not returned to duty without a return-to-duty alcohol and/or drug test and follow up tests. The Borough will pay for negative result test only. A return-to-duty alcohol test result must be below .02 BAC before an employee is returned to duty. A return-to-duty drug test must be negative. A return-to-duty test(s) shall be followed by a minimum of six (6) unannounced follow-up tests for 12 months. Up to 60 months of follow-up testing can take place. Return-to-duty and follow-up costs for negative results shall be paid for by the employer.

ARTICLE XXII

TERM AND RENEWAL

The terms and conditions of this Agreement shall, except as herein otherwise expressly provided, become effective the 1st day of January, 2007, and shall continued in full force and effect up to and including the 31st day of December, 2010, and thereafter from year to year unless and until either party shall give to the other notice, pursuant to the Rules and Regulations of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties hereto have hereunder set their respective hands and seals as of the day and year first above written.

BOROUGH OF COLLINGSWOOD

BY: _____
M. JAMES MALEY, JR., MAYOR

ATTEST:

ALICE MARKS, BOROUGH CLERK

TEAMSTERS LOCAL UNION NO. 830

BY: _____
DANIEL H. GRACE,
SECRETARY - TREASURER

ATTEST:
