

## PREAMBLE

This Agreement by and between the Borough of Haddonfield in the County of Camden, State of New Jersey, hereinafter referred to as the "Borough" and Teamsters Local Union No. 676, affiliated with the AFL/CIO hereinafter referred to as the "Union", has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences between the parties and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1      RECOGNITION

A. Pursuant to Public Employment Relations Commission, Docket No, RO-88-26, and the Certification of Representation issued by the New Jersey Public Employment Relations Commission, the Borough recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective negotiations to establish wages, hours, and other terms and condition of employment for all of its employees in the bargaining unit.

B. The bargaining unit shall consist of all blue collar employees employed by the Borough.

C. Excluded from the bargaining unit are managerial executives, confidential employees, craft employees, professional employees and supervisors within the meaning of the Act.

ARTICLE 2      MANAGEMENT RIGHTS

A. The management of the Borough, including the direction of the working force and right to plan, direct, and control operation and use of all of its equipment and other property, is the exclusive right and duty of the Borough.

B. The Union agrees that, except as modified by this Agreement, the Borough retains the exclusive right and authority to manage and control its business, including, but not limited to, types of equipment to be used or materials purchased or sold, whether or to what extent any services or activities of any nature whatsoever shall be added, modified, eliminated or obtained by contract with any other employer, the right to hire and determine the number of employees in the Borough or a department, including the number assigned to any particular work, to increase or decrease that number, to direct and assign their work, to establish new job classifications, to determine when and where hours are worked, to determine product quality and to require safety devices and equipment, to establish reasonable work rules, to discipline or discharge for just cause, to transfer, promote and to establish rules to maintain efficient operations.

C. The listing of specific rights in this article is not intended to be nor shall be considered restrictive of or a waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Borough in the past. The Borough retains all rights not otherwise specifically covered by this Agreement.

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

ARTICLE 3      CHECKOFF

A. The Borough during the term of this Agreement, agrees to make deductions for the convenience of the Union and its members of regular monthly Union initiation fees, and assessment membership dues. The Borough will only make such deductions of regular monthly Union initiation fees, and assessment membership dues from the wages of each employee who voluntarily signs an "authorization card".

B. Deductions for regular monthly membership dues and initiation fees will be made each pay period of each month from the wages of each such employee receiving a pay check except that if any such employee does not receive a pay check for any period, but does receive a pay check on the dues deductions pay day of the succeeding period, deductions to cover the pay periods missed previously shall be made, provided that no more than two (2) months dues will be checked off on any one pay day. All deductions of Union membership dues and initiation 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 to be deducted.

C. The effective date of a termination of dues deduction to the majority representative shall be as of January 1 or July 1, next succeeding the date on which the notice of withdrawal is filed with the employer.

D. The Union shall indemnify, defend and save the Borough harmless against any 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 as furnished by the Union to the Borough, or in reliance upon the official notification on the letterhead of the Union and signed by the President or Secretary-treasurer of the Union, advising of such changed deduction. 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.

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

ARTICLE 4      PROBATIONARY PERIOD

A. All newly hired employees shall serve a probationary period of six (6) calendar months. This six (6) month period shall be extended on a day for day basis due to any lost days by the employee. No extension shall take place for failure on the part of the Employer to provide work. During this probationary period the employee may be terminated for any reason. Neither the employee nor the Union shall have recourse in regard to said termination.

B. The Borough will be obligated to notify the employee not later than thirty (30) days prior to the expiration of the probationary period of its intent to retain the employee or to terminate the employee at the expiration of the probationary period, subject to the employee's performance during the balance of the probationary period. Failure on the part of the Borough to so notify the employee shall immediately grant the employee permanent status.

ARTICLE 5      NO STRIKE AND LOCKOUTS

A. It is mutually agreed that there shall be no authorized strikes, stoppage or slowdown of work by the Union or any of its members, nor shall there be any lockout by the Borough during the life of this Agreement provided the Employer follows the grievance procedure, for which provision is made herein.

B. In the event of a threat of, preparation for, or the actuality of any unauthorized work stoppage, walkout or strike, the Union and its officials will take every reasonable action to prevent and to stop such proceedings by any of its members.

C. Employees who engage in unauthorized strikes may be subject to disciplinary action which may include termination.

ARTICLE 6      DISCIPLINE AND DISCHARGE

- A. No employee may be dismissed or suspended without just cause.
- B. The parties hereto agree that causes for which the Borough may impose any penalty up to and including immediate dismissal of an employee, without first informing the business agent of the Union, shall be as follows:

1. Calling or participating in any strike, work stoppage, slowdown, sick-out, walkout or like action.

2. Drunkenness established during working hours, or being under the influence of alcohol or drugs during working hours, including consumption of alcoholic beverages during the entire work day, including lunch, as further covered by the Substance Abuse Policy adopted by the Borough which complies with U.S. DOT standards.

3. Theft from the Borough (except petty theft) or any theft from any person or place within the Borough.

4. Assault on Borough employees or Borough representatives.

5. Refusal of a direct work order.

B. Employees who commit a negligent or willful act or omission that caused property damage or bodily injury or was a danger to life and property may receive suspensions or discharge after informing the business agent.

C1 Except in the case of disciplinary action taken for the causes set forth in paragraph's A and B above, or paragraphs C3 and C4 below, no employee may be dismissed or suspended for his first offense but shall receive for each and every offense or part of a category of offenses, the following:

Step 1 - Oral Notice

Step 2 - Written Notice

Step 3 - One (1) day off without pay

Step 4 - Additional suspension without pay up to and including discharge.

C2 Offenses of a similar nature shall be considered as part of the same category of offense. Each offense within that category shall be treated as the same offense and subject the employee to increasing discipline per the above steps. Examples of categories to be used as a guideline to judge what offenses fall within the same category are as follows:

- a. Lack of dependability (absenteeism, lateness, failure to call in, etc.)
- b. Lack of responsibility (failure to wear required uniforms or wear or use safety items, to act in an unsafe manner, loss or damage of equipment, etc.)
- c. Insubordination (showing disrespect to supervisors or residents or other people in language or action, etc.)
- d. Untrustworthiness (not telling the truth, petty theft from the Borough, using Borough property or allowing other to use Borough property for private use, etc).
- e. Incompetence (failure to do assigned job properly, failure to carry share of work load, etc.)

C3 An offense, (or offenses) of any nature and in any category shall subject the employee to increasing discipline per the above steps or shall be treated more seriously to permit the start of discipline at a higher step when such offense:

- a. is a combination of repeated violations or courses of conduct indicating that the employee has little or no regard for his responsibilities and obligations to the Borough; and/or
- b. is an offense against persons outside the department, particularly against residents or others who are not Borough employees; and/or
- c. is conduct that is a violation of any codes of discrimination or harassment or retaliation or similar type of conduct; and/or
- d. is otherwise of a serious enough nature to justify a higher level of discipline.

C4 Violations of safety rules shall be treated more seriously due to the importance of these rules. The Borough has the right to begin discipline at Step 3 - Suspension without pay for one (1) day, per paragraph C1 above.

D. The Borough must make any charges against an employee within fifteen (15) calendar days after the event giving rise to the misconduct. The Borough shall be prohibited from issuing any discipline if the charges are not made before the expiration of the fifteen (15) calendar days. In all areas of disciplinary procedures, the grievance procedures enumerated and contained in this agreement shall be applicable.

E. No recording devices or verbatim record of any kind shall be used during any meeting unless both the Union and Borough agree to their use, in writing, prior to such meeting.



F. Warning notices and suspensions shall not be considered in making disciplinary decisions upon the expiration of one (1) year following the date of the last notice issued, but shall remain in the employees file.

G. 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 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 other than by Borough employment while he 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 heard promptly.

H. Lateness by employees shall subject them to discipline as follows:

1. An employee is considered to be late if he personally has not punched his time on his card and is not present at this assigned station by the exact time his scheduled work shift is to begin.
2. Lateness shall be dealt with in the following manner:
  - 1-5 minutes late - marked as late but not docked any time.
  - 6-15 minutes late - docked 30 minutes.
  - 16-30 minutes late - docked 1 hour.
  - 31-45 minutes late - docked 1 1/2 hours.
  - 46-60 minutes late - docked 2 hours.
  - More than 60 minutes late - sent home for the day without pay.
3. It is the responsibility of each employee to call his Supervisor before the start of his shift when he may be late.
4. Habitual lateness shall subject the individual to further disciplinary action such as suspension and dismissal. A decision to levy this further disciplinary action will be based on the Superintendent's evaluation of the severity of lateness, causes of lateness, responsibility of individual in calling in advance, and similar factors.
5. Employees who are more than 5 minutes late may volunteer to offset their lateness by working extra time after regular work hours for a time period equal to the time they were late. Such work shall be at the discretion of the Supervisor and must be on the same day as the lateness. Such voluntary work will certainly be a mitigating factor in any review of habitual lateness.

ARTICLE 7      BOROUGH RULES

A.    The Borough may establish reasonable work rules provided such rules are not in conflict with the terms and provisions of this Agreement. Said rules shall be posted.

B.    Any newly established rules in accordance with Paragraph A above shall be given to the Union and posted 14 days in advance.

ARTICLE 8      UNION BUSINESS

A. Whenever any employee of the Borough who is a representative of the Union is mutually scheduled by the Union and the Borough Administrator or his designee to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in regular pay or be charged for sick leave or vacation time.

B. Authorized representatives of Teamsters Local Union No. 676 may enter the Borough's premises for the purpose of investigating and/or conferring on grievances and disciplinary actions and ascertain that the agreement is being adhered to, provided they follow the following procedure: Upon arrival at the Borough's premises, the representative shall first announce his presence to the Borough Administrator or his designee and state the reason for his visit and identify the employee from the bargaining unit to whom he wishes to speak. If the visitation will then interfere with the operation of a phase of the Borough function, it may be delayed for a reasonable period of time until a more appropriate time. Any meeting with an employee shall be as brief as possible, following which the employee will return to his assigned duties and the representative shall leave the premises. The shop steward may be present for such meeting.

C. The Union shall have the right to designate shop stewards and alternates from the seniority list. The shop steward's and alternate's authority shall be limited to and shall not exceed the following duties and activities:

1. Investigate and confer on grievances and disciplinary actions in any working day for a reasonable period of time;
2. The transmission of information regarding Union matters, and reasonable posting upon the bulletin board of Union related notices may be performed by the Stewards or his alternates during working hours;
3. The Shop Stewards shall have no authority to authorize strike action, slowdowns or work stoppages, or any other action interrupting the Borough's business. The Borough, in recognizing the limitations upon the authority of Shop Stewards and their alternates, shall have the authority to impose proper discipline including discharge in the event the Shop Steward or alternate authorized a strike action, a slowdown or work stoppage in violation of this Agreement.

ARTICLE 9      FULLY NEGOTIATED AGREEMENT

A.    This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations.

B.    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 of contemplation of either of both parties at the time they negotiated or signed this Agreement.

C.    This Agreement shall be the sole source for determining the nature and extent of any terms or conditions of employment and supersedes any past practices or precedents. Any term or condition of employment which does not appear herein shall be presumed to have been reserved exclusively for determination by the Borough in its discretion.

## ARTICLE 10    SENIORITY

Section A All employees shall be classified in one of the following categories:

1.    Permanent - An employee who has successfully completed the probationary period.
2.    Probationary - An employee who has been employed less than the probationary period.
3.    Seasonal - An employee hired for work for a specific calendar period, or for a short term due to increased work. Time worked by these employees shall not be counted when determining seniority and they shall not receive benefits.
4.    Temporary - An employee hired for the sole purpose of replacing a regular employee who is unable to report to work. Time worked by temporary employees shall not be counted when determining seniority and they shall not receive benefits.
5.    Permanent Part-Time - An employee hired to fill a regular shift as a Water Plant Operator but is scheduled to work less than 30 hours per week. Time worked by these employees shall not be counted when determining seniority and they shall not receive benefits except for paid vacation time as provided in that article.

Section B 1.    No seasonal or temporary employee shall be employed, where a permanent employee is on lay off except where the permanent employee has been offered the position that he is qualified for and has declined. Permanent employees who have accepted such work shall work on the same basis as provided for such seasonal and/or temporary positions, except that the employee shall retain his rate of pay as if he were a permanent employee. Failure to accept such offers of employment shall not constitute a termination of employment.

B2    The Borough shall not retain an employee in the seasonal and/or temporary status separately or combined, for a period in excess of 365 consecutive calendar days. When such employment exceeds 365 consecutive calendar days, the employee employed as a temporary or seasonal shall be immediately made a permanent employee.

Section C Seniority shall be defined as the accumulated length of service from the last date of hire. Any employee employed as of the effective date of this agreement who was granted service credit for a period of previous employment shall retain such credits for the purpose of determining their seniority position and any benefits which would have accrued to the employee as a result of such additional service.

An employee's length of service shall not be reduced by time lost due to layoff, authorized leave of absence or absence for bona fide illness or injury certified by a physician. The designated shop stewards shall have the top seniority for purposes of lay off and recall. If the shop steward resigns or fails to hold his position, his seniority position on the seniority list will revert immediately to the date which he would have had if he had not held the position of shop steward.

Section D All seniority shall be lost and employment terminated if any of the following occur

- a. Discharge with cause as set forth in Article 6;
- 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;
- f. Employees who have been on layoff status in excess of two (2) years;
- g. Failure of laid-off employee to report for work in accordance with Article Eight.

Seniority shall also be lost if employee leaves the bargaining unit for any reason but maintains employment with the Borough. However, in such an instance, if said employee returns to the bargaining unit, he shall regain his previously acquired seniority rights provided said employee returns to the bargaining unit within thirty (30) working days from the date of leaving the bargaining unit.

Section E Lay Offs

- a. In the event that the Borough determines that it is necessary to lay off employees, the employee with the least amount of seniority in the job title to be laid off, shall be laid off first.
- b. An employee who is to be laid off may bump into the same or a lower grade classification position if it is occupied by a less senior employee, provided he has the skill, ability and physical qualifications to perform the work.
- c. The employee must give written notice to the Administrator or his designee of his intent to bump within 48 hours after notice of lay off has been received.
- d. Any employee so bumped shall then have the same bumping rights.
- e. Any employee who bumps into a position where licensing or certifications or training is required, shall be entitled to serve an initial qualification period to be mutually agreed to by the supervisor and the employee which is not less than one (1) calendar week nor more than four (4) calendar weeks.
- f. If the employee can qualify under those provisions, the employee can fill the position.
- g. If the employee cannot qualify, that employee will be laid off and the employee who was bumped from the position will be recalled.

## Section F

It is clearly understood that temporary and seasonal employees can be used for overtime work when it is part of the regular duties they were hired for and doing at the time and for extension of their regular work shift. However, it is also clearly understood that where overtime is necessary for work other than the regular duties temporary and seasonal employees were hired for, this overtime should be offered to permanent employees first where they are qualified. (See also Article 13J - Overtime).

## Section G Seniority Rank and Posting

Once each year, during the month of January, the Borough shall compile and submit to the Union in writing, and then post in a conspicuous place, or places, 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 of 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 ten days after posting after which the list shall become binding.

## Section H Notification Of Recall and Layoff

A. The Borough, when recalling laid-off employees during the consecutive two (2) year period following layoff shall recall on the basis of reverse seniority (i.e. last laid-off, first recalled) and shall send a telegram or registered letter to the employee's last known address (as indicated on the employee's personnel records) and the employee shall have three (3) days to respond to such recall notice. If the employee fails to report to work within a fourteen (14) day period, he may be terminated. If he then is rehired, he shall be considered a new employee without his former seniority.

B. The Borough agrees that it will notify all employees, the Union and the Shop Steward in writing of all employees affected by a lay off at least one (1) week in advance of such lay off or pay the employee(s) one (1) week's pay in lieu of such notice.

## ARTICLE 11    POSTING OF VACANCIES

### Section A

Whenever the Borough wishes to fill any permanent work position in the Public Works Department, the Borough shall cause to be posted an announcement of the vacancy along with information on general duties, general qualifications, and pay ranges. This notice shall be posted at the Public Works Department. This requirement does not apply to promotions from "Basic" positions to "Advanced" positions in the same job. The notice shall not be removed by the Borough nor will an individual be chosen to fill the vacancy until at least eleven (11) full working days have passed from the time of the initial posting. During that period, interested employees covered by this agreement may affix their names to the notice to indicate their interest in the posted job, or may submit a written application to the Administrator expressing their interest. This shall not apply to transfers from one position to another where both positions are in the same pay grade.

### Section B Training

The Borough will provide training or the opportunity to technically qualify for potential promotions, if requested by the employee. This training will be during the regular work day, where possible. However, the employee may request such training outside the work hours during which time the employee will not receive additional pay. No covered employee who is assigned to provide the training shall be required to do so without appropriate pay.

### Section C Decision To Fill Vacancies

The Borough reserves the right to make promotion decisions based on a combination of factors which includes, but is not limited to, level of technical skills or ability, history of dependability and responsibility, perception of willingness to do the job the best, ability to learn further on the job, and seniority. The Borough reserves the right to fill the vacancies from outside the department where the Borough deems it in the Borough's best interests.

### Section D Initial Qualification Period

1. An employee who is promoted, demoted, or transferred to a new position that is posted under this section shall serve an initial qualification period to be mutually agreed to by the supervisor and the employee which is not less than one (1) calendar week nor more than four (4) calendar weeks.
2. If, during this period, the Borough feels that the employee cannot do the required work in the new position, they shall then return the employee to his/her former position without penalty. The employee may grieve this action and the Borough shall be required to substantiate their decision.
3. During this period the employee may voluntarily give up the new position and shall be allowed to resume his/her former position without penalty.



## ARTICLE 12    WORK SCHEDULES

The scheduled work week shall consist of five (5) consecutive days, Monday through Friday, from 7:00 a.m. to 3:30 p.m., with one half (1/2) hour for the meal break, except for those employees as provided below.

### B1. Water Plant Operator

Up until the end of 1996, the Water Plant was a 24 hour per day, 7 day per week operation and involved three (3) shifts per day as follows:

8:00 a.m. to 4:00 p.m.   4:00 p.m. to 12:00 Midnight.   12:00 Midnight to 8:00 a.m.

At a point in 1997 when technically feasible, the plant will be manned in two shifts as follows:

Mon. through Fri. from 6:00 a.m. to 2:30 p.m. and 3:30 p.m. to 12:00 midnight with a half (1/2) hour meal period during each shift..

Sat. & Sun. from 7:00 a.m. to 3:00 p.m. and 3:00 p.m. to 11:00 p.m. with no meal break.

It is understood that the Borough may hire part time personnel to cover the weekend shifts and use any trained personnel to fill shifts during the absence of the scheduled operator. It is further understood that the full time Operator positions will be used for the weekday shifts which will rotate every four weeks or based on a schedule agreed to be both operators and the Borough.

### B2. Chief Mechanic

His hours of work shall be either 2:30 p.m. to 10:30 p.m. without meal break or 7:00 a.m. to 3:30 p.m., or 2:30 p.m. to 11:00 p.m. if a half (1/2) hour meal period is taken. The shift schedule may be changed with no less than 24 hours notice to the employee. Any other temporary schedule may be implemented if agreed to by the Supt. and the employee

### B3. Borough Hall

Employees assigned to the Borough Hall shall work 8 hours per day between the hours of 7:30 a.m. and 4:30 p.m., with half (1/2) hour meal period, as assigned.

### C. Break Time

There shall be a daily break period between the shift starting time and the meal period of 15 minutes. The scheduling of the break and the location shall be determined by the Borough, in its discretion, from time-to-time. Reasonable notice shall be given prior to a location being changed and no location shall be arbitrarily or capriciously changed. Any changes by the Borough in the location of the break, in order to reduce lost work time and/or cost due to travel time to and from the break location, shall not be considered arbitrary and capricious.

D. Wash-up Time

Each employee shall be allowed ten (10) minutes prior to the end of each work shift, if needed, to wash-up.

E. Meal Period

The half (1/2) hour meal period shall not be taken later than after the fifth (5th) hour of work, subject to being adjusted as the needs of the Borough require. Normally lunch will be taken from 12:00 noon to 12:30 p.m. by day work employees.

1. Employees who utilize time other than the meal period to obtain food for the meal period shall be deemed to have extended their meal periods without authorization and shall be subject to disciplinary action.

ARTICLE 13    OVERTIME

- A. Overtime is defined as any time worked beyond eight (8) hours per day, or forty (40) hours per week.
- B. Time and one half (1 1/2) the employee's regular rate of pay shall be paid for work under any of the following conditions:
  - 1. All work performed in excess of eight (8) hours in any day.
  - 2. All work performed in excess of forty (40) hours in any one week.
- C. Double time the employee's regular rate of pay shall be paid for work under any of the following conditions:
  - 1. All work performed on Sunday, except when pre-scheduled.
  - 2. All work performed on holidays, in addition to holiday pay, except when pre-scheduled.
  - 3. For Water Plant Operators (until Mon-Fri. shifts set) - For the second of two days off, provided overtime has not been pre-scheduled, or if called in on a holiday he/she is not pre-scheduled to work.
- D. For the purposes of this article, pre-scheduled overtime shall be defined as overtime scheduled prior to the end of the employees last normal work shift. An employee working such pre-scheduled overtime shall be paid for a minimum of two (2) hours and must fill any tasks within their regular work area during that minimum period. There is no right to punch out during that minimum period and leave when the task that the overtime was scheduled for is completed.
- E. Time paid for (whether or not worked) will be considered as time worked for the purpose of computing overtime pay.
- F. Ordinarily, overtime will be paid on the first pay day following the pay period in which it was worked. In no event shall it be paid later than the second pay day following the pay period in which it was worked.

G . The Borough may require any employee to work overtime as an extension of his regular work day when, in the Borough's judgment, such overtime is necessary. This includes the requirement that Water Plant Operators work beyond their scheduled shift when the employee on the next shift does not come in to work for whatever reason, to cover at least half of that next shift until relieved, and the requirement that the employee scheduled for the shift following the shift of an employee who does not come in to fill the prior shift, to come in early to cover at least half the shift of the missing employee.

H. An employee who has been working continuously for twelve (12) or more consecutive hours shall receive a \$6.50 meal allowance. Those who work for at least four (4) hours beyond the normal eight (8) hour scheduled work day may take an unpaid break of up to thirty (30) minutes and still qualify for this allowance. This allowance is to be paid no later than five (5) days after the date incurred, unless cash availability in the petty cash fund is not sufficient, as determined by the Borough. Then, payment will be as soon as practicable but no later than thirty (30) days.

I. No employee will have his work day or work week changed solely for the purpose of avoiding overtime.

J. It is clearly understood that temporary and seasonal employees can be used for overtime work when it is part of the regular duties they were hired for and doing at the time and for extension of their regular work shift. However, it is also clearly understood that where overtime is necessary for work other than the regular duties temporary and seasonal employees were hired for, this overtime should be offered to permanent employees first where they are qualified. (See also Article 10F - Seniority).

ARTICLE 14    CALLED BACK PAY

A. Employees are subject to being called to return to work at periods other than their regularly scheduled shifts and pre-scheduled times. Those so called shall be guaranteed three (3) hours pay at one and one half (1 1/2) times their regular hourly rates regardless of the number of hours worked.

B. If an employee called in completes the required work in less than a three (3) hour period, and is called in again within the initial three (3) hour period, he will not be entitled to another three (3) hours of pay. Instead, the time paid will be treated as part of the initial call in period and based on the initial clock in time and the last clock out time. Any other call ins during the initial period will be treated the same way as part of the initial call in period.

C. If the call-in period exceeds three (3) hours, the additional period of time shall be paid at one and one half (1 1/2) times the regular hourly rate.

D. The provisions of this Article shall not apply to any circumstances where the time involved either runs into the beginning of the employee's regularly scheduled shift, or immediately follows the end of such shift.

ARTICLE 15    SICK LEAVE

A. Sick leave shall be defined as an approved absence for non-work related illness or injury, which, as provided for in this article, is a benefit available to covered employees in case of non-work related illness or injury to protect employees from loss of all or part of salary when such illness or injury occurs.

B. An employee shall be eligible for paid time off according to the following schedule:

<u>Years of Service</u> <u>After Completion of - But Less Than</u>		<u># of Work Days</u> <u>at Full Rate</u>	<u># of Work Days</u> <u>at Half Rate</u> <u>(after Full Rate Allowance</u> <u>is exhausted)</u>
Under 6 months		None	None
6 months	- 1 Year	5	5
1 Year	- 2 Years	10	10
2 Years	- 3 Years	15	15
3 Years	- 4 Years	20	20
4 Years	- 5 Years	25	25
5 Years	- 6 Years	30	30
6 Years	- 7 Years	35	35
7 Years	- 8 Years	40	40
8 Years	- 9 Years	45	45
9 Years	- 10 Years	50	50
10 Years	- 11 Years	55	55
11 Years	- 12 Years	60	60
12 Years	- or more	65	65

1. The applicable sick leave allowance shall be established on the first day of the absence. It is based on the service the employee has completed on that date as shown on the above table. Thereafter, all absences due to illness shall be charged against that established sick leave allowance until the employee qualifies for a new allowance.

2. A new sick leave allowance can be established in any one of the following ways, depending on which occurs first:

- a. By completing 13 weeks of consecutive active employment is defined in paragraph 3 below, or
- b. By accumulating a total of 52 weeks of active employment, not necessarily consecutive, after the full pay allowance is exhausted, or
- c. By accumulating a total of 26 weeks of active employment, not necessarily consecutive, after both full pay and half pay allowances have been exhausted.

After an employee has qualified for a new sick leave allowance, it is again based on the years of service that the employee has completed on the first day of the employee's next absence.

3. An employee is in active consecutive employment except when he is:
- a. Absent without pay, or
  - b. Absent because of work disability or non-work disability -- either with or without pay.

However, if an employee is absent because of work disability or a properly approved absence without pay other than for non-work disability he does not lose the continuous active employment built up prior to the absence. For example, if he had 10 weeks of continuous active employment, and then took an approved leave of absence without pay for two weeks, he would not lose the 10 weeks credit already built up. Upon his return and completion of three more weeks of active employment he would qualify for a new allowance under method #2a outlined above. Absences of less than one day are not considered absences in this case.

4. Payments - An employee is paid his regular salary (~~subject to the 1/2 pay provision for the first two consecutive days of any absence~~) until he has used up all his full rate allowance. For any subsequent absence he is paid at half rate until his half rate allowance is exhausted or he has qualified for a new allowance.

C. After an employee becomes eligible for paid sick leave, all days are immediately available for appropriate use. However, if he resigns or his employment is otherwise terminated and he has been paid for more sick leave than he would have accrued on a pro rata basis, then the pay for the excess days or portions thereof shall be deducted from his final pay.

#### D. Certifications and reports

1. Employees are obligated to call the Public Works department prior to the start of each and every scheduled work shift if he will not be at work due to illness or injury, providing required information about the reason for the absence as determined by the Public Works Supt. or his designee.

2. A written doctor's certification, verifying the employee's prior physical inability to work and stating the medical reason, may be required for each sick leave day taken. Such certification must be submitted to the Public Works Supt., on the day of the employee's return to work.

3. An employee on sick leave for all or part of any three (3) consecutive work shifts must submit to the Public Works Supt., on the day of the employee's return to work, a doctor's written certification verifying the employee's prior physical inability to work and stating the medical reason.

4. To be eligible for sick leave, the Borough must be satisfied that the injury or illness claimed to be the reason for absence and payment under this section, is not work related. A written statement by the employee to this effect, may be required.

#### 5. Long term absence

a. An employee who is still on sick leave at least forty (40) scheduled duty hours or seven (7) calendar days from the date of the initial absence, whichever comes first, must provide satisfactory medical certification to the Supt. or his designee by the end of the above described period.

b. Such certification must describe the medical reason for the absence and provide a prognosis indicating when the doctor believes the employee can return to full duty.

c. If an employee continues to be unable to return to duty beyond the time frame described in (a) above, he must arrange to provide regular medical reports at frequencies determined by the Supt. but no more frequently than weekly or the date of the next examination or the date stated by the doctor in the medical certification.

d. Prior to returning to work after an absence as described above, a medical certification must be provided to the Supt. or his designee stating that the employee is capable of performing all job functions and duties with no restrictions. A request to permit an employee to return to work with any type of restriction must be approved by the Supt. at his sole discretion.

E. The Borough may discharge an employee who has used all available sick leave or is absent for non-work related illness or injury for a period of more than thirty (30) consecutive work days, whichever is longer.



F. If an employee leaves work before his shift is over because of non-work related illness or injury, his sick leave allowance shall be charged on an hour for hour basis.

G. Holiday during Sick Leave

To be eligible for Holiday pay, an employee must work or be on approved leave the last working day prior to the holiday and the first working day after the holiday. A medical certification shall be required if absent on sick leave either of those two days.

H. Sick Leave Before or After Vacation or Floating Holiday or other Paid Time Off

When an employee is absent on the day before or after a scheduled paid day off and claims paid sick leave, a medical certification shall be required or the day will not be paid as sick leave and will be considered absent without leave.

I. Paycheck Distribution During Sick Leave

If an employee is absent on sick leave on the date paychecks are distributed, the employee will not be permitted to pick it up but may designate another adult to pick it up. Otherwise, the paycheck will be mailed to the employee's home address on the same day as checks are available.

## ARTICLE 16    PERSONAL LEAVE

### Section A   Personal Business Leave

1.    Subject to the following limitations, each employee may apply for a maximum of three (3) days off with pay in each calendar year for the purpose of conducting personal business which cannot be conducted outside working hours:

- a. Employees with less than 1 year of service may not apply for this leave.
- b. No more than two (2) days in a row may be charged as a personal business leave.

2.    All applications for personal business leave must be made in writing and submitted to the Superintendent at least seven (7) days in advance of the requested date. Both the Superintendent and the Borough Administrator shall review the application, with final determination being made by the Borough Administrator within (3) working days. In the event of an emergency, the seven (7) day period may be waived by the Administrator. Employees should be aware that without suitable and proper notice, time off cannot be approved. Time off taken without approval may be cause for disciplinary action.

3.    In determining whether or not personal business leave should be granted, the Borough may only consider the business necessity of the Borough to turn down a request. The employee will not be required to provide a reason for needing the time off.

4.    It is understood that on all occasions the employee shall make every effort to schedule personal business after work or on days off.

5.    Time off for personal business shall be taken only as long as necessary to take care of the problem and the employee shall return to work on the same day whenever possible. He will be charged for only the number of hours used.

6.    No personal business days with pay will be granted for time off related to asserting a claim against the Borough.

### Section B   Personal Leave Of Absence Without Pay

Upon the written request of an employee, leaves of absence without pay and without accrual of payment of fringe benefits shall, at the Borough's discretion, be granted to an employee who has established valid justification for such leave. The Borough will endeavor to grant such leave of absence in a consistent manner. Leave of absence shall be for a maximum period of fifteen (15) days but may be extended for like periods. Employees returning from such leaves of absence will be restored to their classification held prior to their leave and at such pay rate as if there was no absence. The employee shall suffer no loss of seniority or other employee rights or benefits as a result of such leave.

ARTICLE 17    HOLIDAYS

A. The following days are recognized as paid holidays for all covered full time permanent employees (except Water Plant Operators whose holiday provisions are specified in Section G below):

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	One half day Christmas Eve
Good Friday	Christmas Day
Memorial Day	One half day New Year's Eve
July 4th	The Employee's Birthday
Labor Day	Two (2) floating holidays
Columbus Day	

B. To be eligible for holiday pay, the employee must work the last scheduled work day before the holiday and the first scheduled work day after the holiday or be on an approved leave.

C. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays which fall on Sunday shall be celebrated the following Monday. Weeks in which a holiday falls within an employee's vacation period the time off in that day shall be counted as a holiday and the employee may take the vacation day either immediately before or after his vacation period or at another time as approved under the vacation Article 18. This section does not apply to Water Plant Operators.

D. Only those employees who have been employed at least one (1) year are entitled to the two (2) floating holidays and the employee's birthday listed in Section A above..

E. Any employee eligible for the two (2) Floating Holidays listed in Section A above may, at the employee's sole option, choose to convert one or both of them into an additional paid day (8 hours) to be paid at straight time for each holiday. The choice must be made in writing to the Borough by the last day in October in each year. Payment for these days shall be added to the payroll check issued the first payroll in December.

F. Requests for time off for the Floating Holiday, Birthday Holiday, must be made in writing to the Borough. The Borough will respond to these requests within five (5) calendar days.

G. Full time Water Plant Operators will receive twelve (12) floating holidays, to be requested per Section F above. These employees may, at the employee's sole option, choose to convert up to six (6) of them into additional paid days (8 hours) to be paid at straight time for each holiday per the timetable and procedures in F. above. These Floating Holidays and Holiday Pay shall be in lieu of the 12 specific holidays named in Section A above, and shall be in addition to the two (2) floating holidays and birthday holiday described in Sections A, D and F above. No overtime pay will be due for regularly scheduled work on any specific holiday.

ARTICLE 18    VACATIONS

A.    Employees shall be eligible to take days off with pay each year as vacation after completion of employment accordance with the following schedule:

After the First year through the sixth year	-	10 days
After the Seventh year through the twelfth year	-	15 days
After the Thirteenth year and beyond	-	20 days

Permanent part time employees shall be entitled to paid vacation based on the above schedule using their normal weekly number of 8 hour days worked instead of the 5 days used above.

B.    The requests of employees shall be taken into consideration in scheduling vacation time. However, final determination shall depend upon the needs of the Borough and shall rest exclusively with the Borough. Requests for vacation must be submitted, on forms provided by the Employer, by February 28, for that year's vacation. The Employer will grant approvals no later than March 15, with such approvals being based upon seniority. Vacation requests received after March 15 or prior for the period January 1, through March 15, shall be granted on a first-come first-served basis, with seniority being used only to resolve requests made on the same day. The Employer will respond to these later requests within seven (7) calendar days.

C.    Upon termination of employment, an employee shall be paid his pro-rata vacation time provided his termination was not for discharge for just cause.

D.    Vacation time shall be taken in the year in which it is earned unless carry-over is requested in writing and authorized by the Borough Administrator.

E.    Vacation pay shall be provided to the employee on the last pay day prior to the commencement of his vacation provided a written request therefor is made at least ten (10) days in advance of said pay day.

F.    Any employee who is eligible for twenty (20) days paid vacation in a particular year may, at his sole option, choose to convert five (5) days vacation into forty (40) hours pay at straight time. The choice must be made in writing to the Borough by May 15 of the year in which he is eligible to take the twenty (20) days vacation. Payment for these hours shall be made with the first payroll in June.

G.    All vacation time shall be taken in five (5) day consecutive periods referred to as full weeks. However, an employee may elect to utilize up to five (5) days of vacation time in units of one (1) or more days. Selection of vacation in this manner shall be on a first come, first serve basis and shall be allowed only for periods after selection of full weeks vacation have been made as provided for in Section B, and where less than one (1) week's vacation would not deprive another employee of a full weeks vacation. Approval shall not unreasonably be denied.

ARTICLE 19    BEREAVEMENT LEAVE

A.    In the event of death in the employee's immediate family, the employee shall be granted time off without loss of regular pay for up to four (4) working days, which shall include the day of the funeral. Bereavement days are not required to be taken consecutively provided the employee makes arrangements with the Superintendent prior to taking said day. Failure to make arrangements may result in loss of pay.

B.    The term "immediate family" shall include mother, father, parental guardians, brother, sister, spouse, children or foster children of employees, grandmother, grandfather, mother-in-law and father-in-law.

C.    In the event of the death of a brother-in-law or sister-in-law, the employee shall be granted time off without loss of regular pay for one (1) working day for the purpose of attending the funeral.

ARTICLE 20    WORKERS COMPENSATION

A. It is understood that when an employee becomes eligible for benefits under the New Jersey Workers Compensation Act, the Borough shall not be obligated to directly pay the employee for lost time. An employee's claim will be processed through the appropriate claims administrator and payment to the employee as provided by law, will be handled directly between the claims administrator and the employee.

B. However, while it is further understood that neither the Worker's Compensation insurer nor the Borough has any legal obligation to pay the employee for loss of time for work related injury or illness of seven (7) days or less, it is agreed, as part of this contract, as follows:

1. The Borough will pay the employee for a full scheduled shift, as work time, the shift during which the work related injury took place, even if the employee does not work the full shift. In the case of an injury during work outside the regular scheduled shift, the Borough will be obligated to pay the minimum required under overtime provisions. The lost time will be counted starting with the next calendar day.

2. The Borough will pay, at full pay rate, for scheduled work time lost during the next seven (7) calendar days, under the sick leave provisions of Art. 15, as if the absence was for non-work related illness or injury. The sick leave allowance shall be reduced by the number of days absent.

3. If the Borough does not know, by the end of the regular work day on Wednesday of a payroll week, that the employee has returned to work within the seven (7) day period, then no payment will be made in that week's payroll for the period of absence. If it is later confirmed that the period of absence was seven (7) days or less, payment for that period under these provisions will be made in the next payroll.

C. If the Borough makes any payment directly to the employee for lost time due to work related injury or illness, the employee shall be required to reimburse the Borough by the appropriate means, usually by signing over to the Borough any checks made payable to the employee issued by the claims administrator or any workers compensation insurer equal to the amount of the overpayment. Failure on the part of the employee to so reimburse the Borough will allow the Borough to withhold any pay checks due to the employee until such reimbursement is made.

ARTICLE 21    COURSE REIMBURSEMENT

A. An employee shall be reimbursed for the cost of a job related course, provided the Borough Administrator has given his written approval in advance of enrolling in the course.

1. Payment shall be limited to the cost of tuition and books and is conditional upon successful completion of the course with a grade of "C" or better or a score of 76 or better or a "pass" in a "pass/fail" course.

ARTICLE 22    UNIFORMS

A. Each employee shall be required to wear uniforms shirts, jackets and/or coveralls, which may be safety orange or dark green in color, and trousers which must be dark green in color. If a green top is worn, as the outer garment then the employee must also wear a safety orange vest when required by Borough rules or directed by a superintendent. Shoes shall be work shoes.

B. The Borough shall provide a yearly clothing allowance as follows:

1. For newly hired employees during their first calendar year -
  - a. For clothing only - a maximum of \$220.
  - b. For work shoes only - a maximum of \$120.
2. For existing employees in the calendar year following the calendar year in which they are hired.
  - a. For clothing and/or work shoes - a maximum of \$305 each July 1.
  - b. Sanitation employees will be allowed an additional \$200 as long as they are regular members of the Sanitation crew at the time.
  - c. The Chief Mechanic and any employee regularly assigned duties as a vehicle Mechanic will be allowed an additional \$200.
  - d. Streets department employees whose job includes filling in on trash truck duty will be allowed an additional \$200.

C. Employees must wear work shoes.

D. Each employee shall be required to have work gloves and a pair shall be issued by the Borough at initial employment. If the gloves wear out or otherwise become unsuitable, as confirmed by the Superintendent, a new pair will be issued as a replacement as soon as reasonable. However, an employee who cannot account for his own cost or charge their replacement cost to any unused balance of his yearly clothing allowance.

1. If there is clear evidence that the gloves have been stolen from a location secured by the employee, which is on Borough property and was provided for storage of gloves, then the gloves shall be replaced as soon as reasonable, at Borough expense.

E. Foul weather gear shall be issued to employees as necessary. Employees may utilize their uniform allowance for purchase of foul weather gear where the employee has a preference for another manufacture or quality of garment over that which will be supplied by the Borough. This shall consist of a raincoat with hood or rain hat and/or rain pants, and/or hip waders and/or rubber boots. The Borough will provide individual lock-able storage for this equipment either on Borough premises or on Borough vehicles. Each employee is responsible for securing his own assigned storage.

1. If this equipment is worn out or otherwise becomes unsuitable, as confirmed



the Superintendent, new equipment as a replacement will be issued as soon as reasonable. However, an employee who cannot account for this equipment shall be required to replace them at this own cost or charge their replacement cost to any unused balance of his yearly clothing allowance.

2. If there is clear evidence that the equipment has been stolen from a location secured by the employee, which was provided for storage equipment, then the equipment shall be replaced as soon as reasonable at Borough expense.

F. Failure to wear required uniform, work shoes, gloves, foul weather gear and safety items could result in disciplinary action.

G. When an employee leaves the Borough organization for any reason, all uniform shirts, coats, jackets and coveralls with the Borough's name on it must be turned in and all gloves and foul weather gear must be accounted for. The Borough reserves the right to withhold any pay due until such accounting takes place and to deduct 25% of the current purchase price of any of the items not turned in or accounted for, from the final pay check.

H. Mechanics will be required to provide his own hand tools.

1. The Borough shall replace any Mechanic's tool which may become unusable or unsafe due to work on Borough equipment or where there is clear evidence that the tools and equipment have been stolen from a location secured by the employee. The replacement shall be of equal size, type, and quality and of a manufacture selected by the employee.
2. The Borough will provide individual lock-able storage for each mechanic's tools in Borough facilities.

ARTICLE 23    INSURANCE BENEFITS

1.    GROUP MEDICAL

(a) The Borough will provide, at a minimum, group medical insurance equal or better than coverage provided through the New Jersey Health Benefits Traditional Indemnity Plan, available to all members. It is understood that coverage is currently provided through the Camden/Burlington Employee Benefits Plan coverage which meets this criteria.

(b) The Borough may seek to obtain alternate medical insurance coverage in the future that is equal or better than the Health Benefits Plan, provided that the cost to the Borough as determined by the Borough, is no greater than the cost under the State Health Benefits Plan. The Borough will submit any alternate plan to the Teamsters for approval, such approval shall not be unreasonably withheld.

(c) The above coverage is provided to all full time permanent employees at no cost to employee. Coverage for members of the employee's family is provided at no cost to the employee or his/her family for employees employed as of 12/31/93. Employees hired on or after 1/1/94 will be provided no cost coverage for the employee only during their first two years of employment. Members of his/her family can be provided coverage during this period if the new employee pays such costs through payroll deductions.

(d) Employees will be offered the opportunity to enroll in HMO or other forms of medical insurance coverage other than traditional indemnity as provided above. It is understood that the Borough is only obligated to make available the number and types of HMO's or other alternative types of medical coverage required by Federal Law. However, the Borough will make its best faith effort to continue to make available to existing employees the same HMO's that were available under the State Health Benefits Plan. It is further understood that if the premiums for any alternate coverage per this paragraph are higher than the premiums charged for traditional indemnity coverage under the State Health Benefits Plan, the employee must pay any difference through payroll deductions.

## 2. GROUP DENTAL

(a) The Borough will provide dental insurance coverage as is currently provided through the Camden/Burlington Employee Benefits Plan. Effective April 1, 1998 that coverage shall be improved to provide a plan benefits increase to 100% Preventative, 100% Major and 80% Restorative, through the current carrier.

(b) The above coverage is provided to all full time permanent employees at no cost to the employee. Coverage for members of the employee's family is provided for employees employed as of 12/31/93. Employees hired on or after 1/1/94 will be provided no cost coverage for the employee only during their first two years of employment. Members of his/her family can be provided coverage during this period if the new employee pays such costs through payroll deductions.

(c) The Borough may seek to obtain alternate dental insurance coverage in the future that is equal or better than the current, provided that the cost to the Borough as determined by the Borough, is no greater than the cost under the current plan. The Borough will submit any alternate plan to the Teamsters for approval, such approval shall not be unreasonably withheld.

## 3. PRESCRIPTION DRUG INSURANCE

(a) The Borough will provide group prescription drug insurance through the Camden/Burlington Employee Benefits Plan. It is understood that the plan will cost employees \$4.00 for generic drugs and \$8.00 for obtaining name brand drugs.

(b) The above coverage is provided to all full time permanent employees at no cost to the employee. Employees hired on or after 1/1/94 must pay the full cost of Prescription coverage for members of his/her family during their first two years of employment. Such coverage can be provided during this period if the new employee pays such costs through payroll deductions. After the two (2) year period, if the employee wishes to continue dependent coverage, any payroll deductions for dependents covered will be changed to \$20.00 per month from the effective date of this agreement through December 1998 paid through payroll deductions. Dependents not previously covered may be added, at the employee's request, at that time or during any open enrollment period, for the appropriate payroll deduction. The monthly deduction for family coverage, may increase in 1999 and beyond if the difference between single coverage premiums and family coverage premiums exceeds \$110 per month, by such difference. The maximum monthly payroll deduction shall be limited to \$30 per month during the term of this contract.

(c) The Borough may seek to obtain alternate prescription drug insurance coverage in the future that is equal or better than the current, provided that the cost to the Borough as determined by the Borough, is no greater than the current cost. The Borough will submit any alternate plan to the Teamsters for approval, such approval shall not be unreasonably withheld.

4. RETIREMENT

The Borough will continue to provide medical insurance coverage to a member and his/her family at no cost to the member provided that the members has at least 25 years credited service in the New Jersey State Pension System.

5. PENSION AND LIFE INSURANCE

The Borough will continue to provide the pension and life insurance benefits available with the State pension plan applicable to each member.

ARTICLE 24    ANTI-DISCRIMINATION

Neither the Borough nor the Union shall, by reason of race, creed, color, age, national origin, ancestry, physical disability, political belief, marital status, sex or by reason of Union membership or non-membership, discriminate against any person.

## ARTICLE 25 SAFETY

Section A. The Borough shall endeavor to provide safe working conditions for employees, and along with the employees to maintain safe conditions.

Section B1 The Borough will provide employees with any wearing apparel, tools, or devices that may be reasonable to ensure the safety of employees. Any such items provided by the Borough must be used by the employee when appropriate, required, or directed to by the Borough.

Section B2 Violations of safety rules shall result in disciplinary action as defined in this agreement.

### Section C1 Reports of Defective Equipment

An employee shall promptly report all defects in equipment. The report shall be in writing, on a form supplied by the Borough and a copy shall be retained by the employee.

Section C2 Where an employee has reported in writing that equipment is unsafe to operate and has received no consideration from the Borough he shall report it to the Union which in turn shall discuss the matter with the Borough. If a driver and/or operator reports for work and his assigned equipment for that day is not ready or is mechanically unsafe, his time shall begin and continue for eight hours at the appropriate hourly rate of pay for that day at his regular classification of work. The Borough shall install where and when needed heaters, defrosters, and all safety equipment required by law on all equipment and shall maintain same in proper working conditions.

Section C3 No employee shall be required to pay for loss or damage unless it shall be proven that "willful intent" on the part of the employee to cause such loss or damage was the motivating factor. No deduction shall be made from an employee's pay for any loss or damage to equipment, and no penalty shall be imposed upon the employee until the matter is first discussed by the Union and the Borough.

### Section D Safety Violations

A driver-employee shall be paid for all delay time resulting from an overload or certificate violation under applicable federal, state, or municipal law which occur through no fault of the driver. In addition, the Borough shall pay all costs and damages assessed against the employee as a result of such overload or certificate violation.

## Section E CONDITIONS OF WORK SAFETY

E1. It is understood by the parties that the performing of the various job functions covered by this Agreement may involve a certain degree of inherent danger and risk. It is the Borough's intent to provide safe working conditions and equipment for the protection of its employees.

E2. However, in the event that a person covered under his Agreement feels that there is an imminent danger in operating a piece of Borough equipment or completing an assigned task, such employee may cease operating such equipment or completion of such assigned task, and will immediately report such action to his immediate supervisor or appropriate Department Head, who shall make the final determination which shall not be in violation of any federal, state or municipal law, as to continued operation of the equipment and completion of the assigned task. A person shall not be subject to discipline for taking such action unless they refuse to continue operation of equipment or completion or assigned tasks after having been told to do so by the appropriate management personnel. It is not the intent of members of the Union to use this clause for purposes of slowdown, work stoppage or other such job action.

E3. Employees must account for and maintain any Borough tools and equipment which is specifically assigned to them.

## Section F REPORTING ACCIDENTS

Any employee involved in an accident shall immediately report said accident and any physical injuries or property damage sustained. When required by the Borough the employee, before going off duty and before starting his next shift, shall make out an accident report in writing, on Borough time, on forms furnished by the Borough and shall turn in all available names and addresses of witnesses to the accident.

ARTICLE 26    GRIEVANCE PROCEDURE

A.    Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, and equitable solution to any grievances which may arise during the term of this Agreement.

2. When any grievance arises, an earnest effort will be made to settle it in accordance with the procedure set forth below.

3. Nothing contained herein shall be construed as limiting the right of an aggrieved employee to discuss a grievance informally with his Shop Steward and an appropriate supervisory member of his or her department and having the grievance adjusted in Step 1. The Shop Steward or Business Agent or other official representative of the Union shall be present at all discussions of a grievance.

4. The parties agree that prior to either party filing a grievance or unfair practice charge the parties will request a meeting of the Labor/Management Committee for informal discussion. This action, when taken, shall automatically stay any time requirements set forth for filing.

B. Definition

1. The term "grievance" as used herein is defined as any controversy arising over the interpretation, application or employment or the terms of this Agreement and may be raised by the Union or the Borough.

C. Steps of Grievance Procedures

The following constitutes the sole and exclusive method of resolving grievances between the parties and shall be followed in its entirety, except that Borough initiated grievances will proceed as described in Section D, unless any step is waived by mutual consent.



### STEP ONE

a. Any employee covered by this agreement, who believes they have a legitimate grievance, as defined above, shall initially refer said grievance to the Shop Steward and Business Agent for review. From this point on, only the Business Agent may pursue the grievance.

b. If the Business Agent believes that filing a formal grievance is appropriate, the Business Agent shall submit a grievance, in writing, signed by the employee involved, the Shop Steward and the Business Agent, to the Supt. of Public Works within seven (7) calendar days after the event giving rise to the grievance has occurred.

c. Said written grievance shall be detailed and specific, stating the specific Article and Section claimed to be violated, the remedy sought, and shall also include all supporting information necessary for a full evaluation by the Supt.

d. The Supt. shall schedule a meeting with the employee involved, the Shop Steward and the Business Agent within five (5) calendar days of the submission.

e. The Supt.'s answer shall be delivered to the employee involved, the Shop Steward and the Business Agent within three (3) calendar days of the meeting.

### STEP TWO

If the grievance is not settled at the first step, then, within five (5) calendar days after the expiration of Step 1, the Business Agent of the Union shall make a request for a meeting between the Borough Administrator and the Business Agent of the Union at a mutually agreeable time within the ten (10) calendar day period following the request. Such meeting shall include the employee involved, the shop steward, and any personnel requested by the parties. The Borough Administrator's answer to the second step shall be delivered to the employee involved and the Union within five (5) calendar days after the meeting.

### STEP THREE

If the grievance is not settled at the second step the grievance shall proceed to Step three where, within ten (10) calendar days after the expiration of Step 2, a request for a meeting shall be made by the Business Agent of the Union to the Borough Commissioner of Public Works . The meeting shall be scheduled between the Borough Commissioner of Public Works and the Business Agent of the Union at a mutually agreeable time within the twenty-one (21) calendar day period following the request. Such meeting shall include the Shop Steward, the employee involved and any person who participated in any prior step. The Borough Commissioner's answer shall be delivered to the employee involved and the Union within fifteen (15) calendar days after the meeting.

#### STEP FOUR

a. If the grievance is not settled at the third step, then, within thirty (30) days after the expiration of Step 3, the grievance may be submitted by the Business Agent of the Union to arbitration .

b. A request for a list of arbitrators shall be made to the Public Employment Relations Commission by the moving party and both parties shall then be bound by the rules and procedure of P.E.R.C. in the selection of an arbitrator.

c. The arbitrator shall be limited to the interpretation and application of the terms of this Agreement and to the issues submitted and consider no other(s).

d. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not provided in this Agreement.

e. The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority as provided in this Agreement shall be final and binding upon the parties.

f. The cost of the arbitrator's fee shall be borne equally by the parties. Any other cost shall be borne by the party incurring it.

D. Borough Grievances - Grievances initiated by the Borough shall be initiated by a signed statement by the Borough Administrator of the grievance filed directly with the Union within twenty one (21) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within twenty (21) calendar days after the filing of the grievance between the representatives of the Borough and the Union in an earnest effort to adjust the differences between the parties. In the event the matter is not resolved, the Borough may proceed as provided in Step 3 above.

E. Failure of the Union, as the case may be, to initiate or move the grievance within the time limits provided shall be conclusively presumed to constitute an acceptance of the decision at the last step. Time limits may be extended only by mutual agreement in writing.

ARTICLE 27    WAGES AND LONGEVITY

Section A Employees shall be classified in the following categories

Grade 1

Utility Laborer  
Custodian – Water Plant

Grade 2

Sanitation Laborer

Grade 3

Basic Water Plant Operator/Mechanic Helper (full time and part time)  
Basic Driver/Laborer  
Basic Driver/Laborer/Water Plant. Oper. – Mech. Helper  
Water Meter Reader/Borough Hall Maintenance

Grade 4

Sanitation Driver/Laborer  
Basic Shade Tree Specialist  
Basic Sewer System Specialist  
Basic Water System Specialist  
Basic Utility Crew Member  
Advanced Driver/Laborer  
Basic Mechanic/Water Plant Operator  
Advanced Water Plant Operator/Mechanic Helper – Part-time  
Foreman-Water Meter Reading/Borough Hall Maintenance

Grade 4A

Advanced Water Plant Operator/Mechanic Helper – Full-time

Grade 5

Maintenance Man-Building and Grounds  
Advanced Mechanic/Water Plant Operator  
Advanced Shade Tree Specialist  
Advanced Water System Specialist  
Advanced Sewer System Specialist  
Advanced Utility Crew Member  
Class “A” Advanced Driver/Laborer

Grade 6

Crew Chief – Water  
Chief Mechanic  
Crew Chief – Trees  
Crew Chief – Sewer System

Utility Crew Chief

Section B. Wage Schedule

17. Wage Schedule for 2002:

The wage schedule for all covered employees shall increase effective the first pay date in January 2002 by 4%. The following shall be considered the wage schedule effective from the first pay date in January 2002 to be used to calculate these wages.

Grade	Steps				
	1	2	3	4	5
1	14.38	14.75	15.10	15.48	15.86
2	14.85	15.33	15.80	16.27	16.72
3	15.39	15.82	16.24	16.66	17.10
4	16.04	16.50	16.95	17.41	17.86
4A	16.14	16.60	17.05	17.51	17.96
5	16.65	17.13	17.60	18.09	18.55
6	17.41	17.90	18.41	18.90	19.43

2. Wage Schedule for 2003:

The wage schedule for all covered employees shall increase by 4% effective the first pay in April 2003. The following shall be considered the wage schedules effective from the first pay date in April 2003.

Grade	Steps				
	1	2	3	4	5
1	14.96	15.34	15.70	16.09	16.49
2	15.45	15.94	16.43	16.92	17.39
3	16.01	16.45	16.89	17.33	17.78
4	16.68	17.16	17.63	18.11	18.57
4A	16.79	17.26	17.73	18.21	18.68
5	17.32	17.81	18.30	18.81	19.30
6	18.11	18.61	19.14	19.65	20.20

3. Wage Schedule for 2004:

The wage schedule for all covered employees shall increase by 3.50% effective the first pay in April 2004. The following shall be considered the wage schedules effective from the first pay date in April 2004:

Grade	Steps				
	1	2	3	4	5
1	15.48	15.87	16.25	16.66	17.07
2	15.99	16.50	17.00	17.51	18.00
3	16.57	17.03	17.49	17.93	18.40
4	17.26	17.77	18.25	18.74	19.22
4A	17.38	17.86	18.35	18.85	19.33
5	17.92	18.44	18.94	19.47	19.97
6	18.74	19.27	19.81	20.34	20.91

4. Wage Schedule for 2005:

The wage schedule for all covered employees shall increase by 3.50% effective the first pay in April 2005. The following shall be considered the wage schedules effective from the first pay date in April 2005:

Grade	Steps				
	1	2	3	4	5
1	16.02	16.43	16.82	17.24	17.67
2	16.55	17.08	17.60	18.12	18.63
3	17.15	17.62	18.10	18.56	19.05
4	17.87	18.39	18.89	19.40	19.89
4A	17.99	18.49	18.99	19.51	20.00
5	18.55	19.08	19.60	20.15	20.67
6	19.40	19.94	20.51	21.05	21.64

5. The above wages, though effective on the dates specified, are not paid until after the salary ordinance is approved by the Board of Commissioners which follows adoption of the annual budget. The amount of retroactive pay, if any, due to each member is paid in a lump sum at the time the pay increases are put into effect.

1. The Borough Administrator shall annually review the salary of each salaried employee covered by this plan for the purpose of determining whether said employee shall be entitled to a step increase. The employee shall automatically advance to the next step unless the Borough Administrator delays the advancement based on unsatisfactory employee performance of record.

2. New employees shall be paid the minimum step for his grade except that the Borough Administrator shall have discretion to determine whether said employee may be paid the higher step for his grade on the basis that said new employee has qualifications greater than the minimum qualifications for the classification. In the greater qualification situation, the employee may receive salary in a higher step. However, at no time shall a new employee be hired directly into an "Advanced" position.

3. When an employee is promoted to a position in a higher classification, his salary shall be increased to the same step for the higher classification. When an employee is demoted to the approved range for the lower classification the rate of pay shall be determined by the Borough Administrator.

4. Where positions have titled labeled with the words "Basic" or "Advanced", the Administrator shall have the discretion to promote an employee from "Basic" to "Advanced" with the same title based on reasonable criteria which shall be posted. An employee must work in a "Basic" position for atleast one (1) year before being considered for a promotion to an "Advanced" position. These promotions shall be based on skill level and not dependent on vacancy. Posting of notices shall not be required. However, said promotion shall be automatic at the end of the one (1) year period if the employee had made written request, at least six (6) months prior to the one (1) year date for training necessary to qualify for the "Advanced" position and the Borough has not provided the requested training or opportunity to qualify. Further, if the Administrator determines that the required skill level for an "Advanced" position is not being fulfilled by an employee, the employee may be demoted to the "Basic" position.

5. Any employee who wishes to qualify for a Class A commercial drivers license, may request the necessary training, reasonable time for testing and reasonable use of Borough vehicles for road testing to meet the necessary requirements. (see Art. 11, Sec. B)

- a. If the employee is filling an Advanced Driver/Laborer position where their job duties include driving vehicles requiring a Class A license, once the employee obtains this license
  - 1) will be classified as a Class A Advanced Driver/Laborer; and
  - 2) will be paid the rate per Article 27.
- b. Any employee who is not filling an Advanced Driver/Laborer position where their job duties include driving vehicles requiring a Class A license will not have their position reclassified nor will there be any change in pay rate.

Section D

Longevity

Employees shall be entitled to longevity pay for years of service with the Borough. The longevity pay shall be an hourly rate of pay, calculated in accordance with the following schedule and then added to the employee's base rate of pay, thereby creating a new hourly rate of pay for salary calculations.

<u>Years of Service</u>	<u>Percentage Longevity Payment</u>
5 years	1%
10 years	2.5%
15 years	5%
20 years	7.75
25 years (through 12/31/02)	11.75
24 years (effective 1/1/03)	

Section E. Effective Date of Changes

The Borough will make any pay changes earned, such as step increases, longevity increases, promotions (pay grade increases), effective at the start of the pay week in which the change would take place, no matter when in the pay week the change would take place normally.



## ARTICLE 28 JURY DUTY

A regular full time employee only, who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid by the Borough his daily job rate up to a maximum of eight (8) hours per day subject to the following conditions:

- a. The employee must notify his supervisor immediately upon receipt of a summons for jury service;
- b. This section does not apply where an employee voluntarily seeks jury service;
- c. No reimbursement of wages will be made for jury service during holidays or vacations or the employee's regular day off.

ARTICLE 29 AUTHORIZED LEAVE FOR UNION BUSINESS

The Employer agrees to grant the necessary time off without discrimination or loss of seniority and without pay to any employee designated by the Union, in writing, to the Employer to attend a Labor Convention or Seminars a maximum of ten (10) working days per year. Notice for such leave shall be two (2) weeks prior. Limit to one (1) employee at any time.

ARTICLE 30 SANITARY CONDITIONS

The Borough shall maintain in good repair sanitary conditions for its employees, such as toilets and hot and cold running water. Separate facilities shall be available to both male and female employees.

ARTICLE 31 BULLETIN BOARD

The Borough shall provide bulletin board space and standard-type board for the posting of notices relating to Union meetings and business of the Union, etc.

## ARTICLE 32 CREDIT UNION

Section A 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.

### Section B Payroll Deductions

Payroll deductions or changes in the amount of payroll deduction shall become effective in the first payroll of the month following submission of the proper authorization form where a minimum submission to effective time period is equal to or greater than two (2) weeks. No more than four (4) changes in the payroll deduction per year will be allowed.

### Section C Hold Harmless

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 as furnished by the Union to the Borough.

## ARTICLE 33 MILITARY LEAVE

Section A In the case of any person who is inducted, (volunteers for, or is called) into the Armed Forces of the United States under the Military Selective Service Act (or under any prior or subsequent corresponding law) for training and service and who leaves a position (other than a temporary or seasonal position) in the employ of the Borough in order to perform such training and service, and (1) receives a certificate described in section 9(a) of the Military Selective Service Act (relating to the satisfactory completion of military service), and (2) makes application for re-employment within ninety (90) days after such person is relieved from such training and service or from hospitalization continuing after discharge for a period of not more than one year.

Section B Such person shall-

1. If still qualified to perform the duties of such position, be restored by the Borough to such position or to a position of like seniority status and pay; or,
2. If not qualified to perform the duties of such position, by reason of disability sustained during such service, but qualified to perform the duties of any other position, in the employ of the Borough be offered employment and, if such person so requests, be employed by the Borough in such other position, the duties of which such person is qualified to perform as will provide such person like seniority, status and pay or the nearest approximation thereof consistent with the circumstances in such person's case unless the Borough's circumstances have so changed as to make it impossible or unreasonable to do so.

Nothing in this Article shall excuse noncompliance with any statute or ordinance of a State or political subdivision thereof establishing greater or additional rights or protection than the rights and protection established pursuant to this Article.

Section C Any person who is restored to or employed in a position in accordance with the provisions of this Article shall be considered as having been on furlough or leave of absence during such person's period of training and service in the Armed Forces, shall be so restored or re-employed without loss of seniority, shall be entitled to participate in insurance or other benefits offered by the Borough pursuant to established rules and practices relating to employees on furlough or leave of absence in effect with the employer at the time such person was inducted into such forces, and shall not be discharged from such position without caused within one year after such restoration or re-employment.

Section C2 Any person who is restored to or employed in a position in accordance with the provisions of this Article should be so restored or re-employed in such manner as to give such person such status in the person's employment as the person would have enjoyed if such person had continued in such employment continuously from the time of such person's entering the Armed Forces until the time of such person's restoration to such employment, or re-employment.

Section C Any person who holds a position described herein shall not be denied retention in employment because of any obligation as a member of a Reserve component of the Armed Forces.

Section D The rights granted by subsection (a) and (b) of this Article to persons who left the employ of the Borough and were inducted into the Armed Forces shall not diminish any rights such persons may have pursuant to any statute or ordinance of the State of New Jersey or any subdivision establishing greater or additional rights or protection.

Section E The Borough shall not be obligated to pay the employee while on military leave except where the weekly base wage provided by the Military is less than that which would have been provided by the Borough for the same period. In such situations the Borough's obligation shall only be to pay the difference between Military pay and Borough Pay.

## ARTICLE 34 ON-CALL PAY

A. Employees may be scheduled on a weekly basis to be "on-call" during their off-hour duty hours. Employees required to be on-call shall share such opportunities equally throughout the year.

B. For the week when an employees is scheduled to be on-call he shall receive two (2) hours pay at time and one half (1 1/2) his regular rate of pay for such "on-call" time, in addition to any other compensation earned for that week in accordance with the other articles of this Agreement. The employee "on-call" may arrange for another qualified employee, approved by the Borough to handle the calls, but shall still be held responsible for the calls and will still receive the "on-call" pay.

C. The employee will be required to respond to a call by making contact with the Borough within thirty (30) minutes of receipt of the "call", i.e. phone message or "beeper signal" and then respond to handle the situation as needed. In the case where the on-call employee fails to so respond, his "on-call" pay shall be reduced by one (1) hour at time and one half for each failure up to a maximum of two failures in any week.

D. Repeated failures to respond will result in disciplinary action.



## ARTICLE 35 LABOR-MANAGEMENT MEETING

A. The Borough agrees to meet with the Teamsters once each quarter to discuss labor-management issues. These meetings shall be mutually selected and set in advance for consistency. The time an employee attends the meeting shall not be charged to the employee. Additional meetings may be scheduled whenever mutually agreed upon by both parties.

B. The Teamsters and the Borough shall provide each other with an agenda at least one (1) week prior to said meeting. This agenda shall set forth the issue to be discussed. Issues for this discussion may be concerning any matter relating to the terms and conditions of employment.

C. These labor-management meetings shall not be for greater than three (3) hours in duration unless both parties agree to continue and may not be attended by more than two representatives from the Teamsters.

D. All conclusions reached by the parties shall be reduced to writing.

ARTICLE 36 TERM AND RENEWAL OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2002, and shall be in effect up to and including March 31, 2006. This Agreement shall continue in full force and effect from year to year thereafter, unless either party gives notice in writing, no sooner than one hundred twenty (120) no later than ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Haddonfield, New Jersey, on this \_\_\_\_\_ day of \_\_\_\_\_ 2002.

TEAMSTERS LOCAL UNION NO. 676

BOROUGH OF HADDONFIELD

\_\_\_\_\_

\_\_\_\_\_

VINCENT L. BUONDONNO  
PRESIDENT

LETITIA G. COLOMBI  
MAYOR

\_\_\_\_\_

\_\_\_\_\_

JOHN WEBER,  
BUSINESS AGENT

JANET G. BETLEY  
BOROUGH CLERK

AGREEMENT

BETWEEN

THE BOROUGH OF HADDONFIELD

AND

TEAMSTERS LOCAL UNION NO. 676

EFFECTIVE DATES:

JANUARY 1, 2002

up to and including

MARCH 31, 2006

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