

AGREEMENT

Between

BOROUGH OF SWEDSBORO
DEPARTMENT OF PUBLIC WORKS

And

TEAMSTERS LOCAL UNION NO. 676
Affiliated with the International Brotherhood of Teamsters, AFL/CIO

EFFECTIVE DATES:

January 1, 2002
up to and including
December 31, 2005

TABLE OF CONTENTS

ARTICLE 1	<u>RECOGNITION</u>	1
ARTICLE 2	<u>MANAGEMENT RIGHTS</u>	1
ARTICLE 3	<u>GRIEVANCE PROCEDURE</u>	2
ARTICLE 4	<u>DUES DEDUCTION AND AGENCY SHOP</u>	4
ARTICLE 5	<u>BULLETIN BOARD</u>	6
ARTICLE 6	<u>SHOP STEWARD</u>	6
ARTICLE 7	<u>NON-DISCRIMINATION</u>	7
ARTICLE 8	<u>PROMOTIONS, TRANSFERS, AND TEMPORARY TRANSFERS</u>	7
ARTICLE 9	<u>MAINTENANCE OF WORK OPERATIONS</u>	8
ARTICLE 10	<u>HOURS OF WORK</u>	8
ARTICLE 11	<u>OVERTIME</u>	9
ARTICLE 12	<u>PAY PERIODS</u>	9
ARTICLE 13	<u>SALARIES</u>	10
ARTICLE 14	<u>SICK LEAVE</u>	10
ARTICLE 15	<u>MILITARY LEAVE</u>	11
ARTICLE 16	<u>JURY LEAVE</u>	11
ARTICLE 17	<u>FUNERAL LEAVE</u>	12
ARTICLE 18	<u>LEAVE OF ABSENCE</u>	12
ARTICLE 19	<u>UNION LEAVE</u>	13
ARTICLE 20	<u>HOLIDAYS</u>	13
ARTICLE 21	<u>VACATIONS</u>	14
ARTICLE 22	<u>HEALTH BENEFITS</u>	14

ARTICLE 23	<u>INJURY PAY</u>	15
ARTICLE 24	<u>SAFETY</u>	15
ARTICLE 25	<u>SENIORITY</u>	16
ARTICLE 26	<u>PROBATIONARY PERIOD</u>	17
ARTICLE 27	<u>LAY-OFF AND RECALL</u>	17
ARTICLE 28	<u>HIRING ADDITIONAL EMPLOYEES</u>	17
ARTICLE 29	<u>FULLY-BARGAINED AGREEMENT</u>	18
ARTICLE 30	<u>SEPARABILITY AND SAVINGS</u>	18
ARTICLE 31	<u>P.A.C.- CREDIT UNION</u>	18
ARTICLE 32	<u>DISCIPLINE</u>	19
ARTICLE 33	<u>TERM OF AGREEMENT</u>	20

PREAMBLE

This Agreement entered into this _____ day of _____ 2002, by and between the Borough of Swedesboro in the County of Gloucester, as a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough", and Teamsters Local Union No. 676, affiliated with the International Brotherhood of Teamsters, AFL/CIO, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Borough and the Union.

ARTICLE 1 RECOGNITION

- A. The Borough recognizes the Union as the exclusive bargaining representative for all blue collar employees of the Streets and Road Department of the Borough of Swedesboro, excluding all office clerical, police, supervisors, managerial, commissioners and confidential employees. (PERC - DOCKET NO. RO-91-16)
- B. The title "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males and females.

ARTICLE 2 MANAGEMENT RIGHTS

- A. The Borough of Swedesboro hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by 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 and legislative and 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 as it may, from time to time, deem best for the purposes of maintaining order, safety and/or effective operation of the Department.
 - 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, discharge or take any other appropriate disciplinary action against any employee for good and 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, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitutions and laws and administrative codes 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 3 GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, as quickly as possible, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement, so as to assure efficiency and promote employee morale.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department.
- C. 1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation or application of the Agreement or the alleged violation of any of the terms and conditions of this Agreement. With regard to the employee, the term "grievance" as used herein means a complaint or controversy arising over the interpretation of application of this Agreement or alleged violation of the terms and conditions of this Agreement.

2. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

D. Formal grievance procedures.

Step One

Whenever an employee has a grievance that he wishes to process formally, it shall be prepared in writing, stating as clearly as possible the nature and extent of such grievance. The Shop Steward, if any, with the employee shall present the employee's grievance or dispute in writing to the employee's department supervisor within five (5) working days of its occurrence. The department supervisor shall attempt to adjust the matter and shall respond to the employee and bargaining unit representative in writing within five (5) working days of written notice of the grievance.

Step Two

If the grievance remains unsettled or unanswered by the department supervisor, it shall be presented in writing by the Shop Steward or employee to the Business Agent within five (5) working days after the department supervisor's response is due. The Business Agent shall, within fifteen (15) days, then set up a meeting with the appropriate Department Head, or Borough Manager or Mayor and Committee. The results of the meeting will be reduced to writing by the Borough within fifteen (15) days of the meeting.

Step Three

If no settlement of the grievance has been reached by the parties, either one or both may move the grievance to binding arbitration. The Arbitrator shall be mutually agreed upon by the parties to this Agreement and the cost thereof shall be borne equally by the parties.

The right to request arbitration shall be limited to the parties to this Agreement (the Borough and/or the Union).

- E. 1. The parties shall direct the Arbitrator to decide, as a preliminary question, whether s/he has jurisdiction to hear and decide the matter in dispute.
2. The Arbitrator shall be bound by the Constitution and laws of the State of New Jersey, and by the provisions of this Agreement, and be 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 amendment or supplement thereto. The decision of the Arbitrator shall be final and

binding.

- F. Upon prior notice to the appropriate Department Head, the Union Shop Steward and/or Business Agent shall be permitted to confer with employees and the Borough RE:

Specific grievance in accordance with the grievance procedure set forth herein after the completion of step one during work hours of the employees.

- G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive.

In the event that the answer in each of the two steps are not answered in the time limits as written, the grievance of the employee shall be upheld.

- H. In the event the Borough wishes to raise a grievance, it shall do so within five (5) working days of the occurrence of said grievance and shall raise the matter directly with the Union. In the Event the matter is not satisfactorily resolved with ten (10) working days from the date of notice of the grievance, the Borough may proceed to arbitration in accordance with this Article.

ARTICLE 4 DUES DEDUCTION AND AGENCY SHOP

- A. The Borough agrees to deduct from the salaries of its employees, who are members of Teamsters Local 676, subject to this Agreement, uniform dues for the Union. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee who signs an individual authorization card supplied by the Union and approved by the Treasurer during the month following the filing of such card with the Borough.
- C. If during the life of this Agreement there shall be a change in the rate of membership dues, the Union shall furnish the Borough written notice thirty (30) days prior to the effective date of such change, and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President or Secretary/Treasurer of the Union advising of such changed deduction and the authority therefore. No dues deductions shall be in percentage amount.

- D. 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 to the Treasurer.
- E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Treasurer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-5.9e as amended.
- F. The Borough agrees to deduct the fair share fee from the earnings of those employees who are part of the bargaining unit and who elect not to become members of the Union.
- G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union to the Treasurer and affected employee of the amount of the fair share assessment.
- H. The above fair share fee, which shall be paid by payroll deduction as previously set forth, shall be in an amount equivalent to that part of the Union's regular dues which does not represent expenses for benefits incurring only to its members, or for political and ideological activities, but in no event shall such fair share fee exceed eighty-five (85%) percent of the Union's regular membership dues.
- I. Prior to the signing of this Agreement, and within ten (10) days thereafter or any change that shall be made, the Union shall provide in writing to the Borough, the information necessary to compute the fair share fee for services enumerated above.
- J. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than hold the fee in escrow pending resolution of the appeal.
- K. 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 or the fair share assessment information 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.
- L. Any dues deduction provisions herein contained, will become effective with the execution of this Agreement, and will terminate with the termination date of this Agreement. Any employee who is transferred to a job classification which is not

within the bargaining unit, as herein defined, or any employee whose employment is terminated by death, resignation, discharge, lay-off, retirement, or leave of absence shall cease to be subject to dues deduction beginning with the month in which the termination or transfer occurs.

- M. The employee, after serving the ninety (90) days probationary period, shall be liable for the Union Dues or Fair Share fee.
- N. The Borough will turn over to the Union the dues collected for the month within ten (10) days after the last day of that month.
- O. No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deduction for a prior month's dues will not be made in respect to such dues, except in the event of the Borough's error, oversight, or failure to make the deduction in any monthly period.

ARTICLE 5 BULLETIN BOARD

- A. The Union shall have the use only of the bulletin boards designated by negotiations for posting of notices relating to the meetings and official business of the Union.

ARTICLE 6 SHOP STEWARD

- A. The Union must notify the Borough, in writing, the names of Stewards and accredited representatives. No more than one (1) Steward and one (1) alternate may be designated by the Union.
- B. The Steward or Alternate shall not give orders to employees nor countermand orders of supervisory personnel. Further, the Steward or Alternate shall not be the judge in determining whether a piece of equipment is unsafe.
- C. Any Steward or Alternate attempting to give orders to employees or countermanding orders of supervisory personnel in violation of Section B of this Article, shall be subject to Disciplinary action by the Borough, including termination.
- D. Representatives of the Union who are not employees of the Borough will be permitted to visit with the Shop Steward during working hours at their work stations for the purpose of discussing Union Representation matters without prior notification to and approval of the appropriate Department Head.

ARTICLE 7 NON-DISCRIMINATION

- A. The Borough and the Union agree that there shall be no discrimination against any employee on the basis of race, creed, color, age, religion, sex, national origin handicap or political affiliation.
- B. The Borough and the Union agree that all persons covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization, or to refrain from any such activity. There shall be no discrimination by the Borough or the Union against any person because of that person's membership or non-membership or activity or non-activity in the Union.

ARTICLE 8 PROMOTIONS, TRANSFERS, AND TEMPORARY
TRANSFERS

- A. If promotions to a higher labor grade or transfers to another grade are in order, consideration for such promotions or transfers shall be based on ability to perform the work.
- B. If, in the sole discretion of the Borough, more than one (1) applicant for the promotion or transfer is qualified to perform the work, then seniority shall be considered as a factor in determining which applicant shall be granted the promotion or transfer.
- C. Except in emergency situations, if a vacancy is to be filled through promotion or transfer, notice of the job content of the vacant position shall be posted by the Borough on the employees' bulletin board at least one (1) week prior to the interviewing for the vacancy. Any employee wishing to bid for the vacant position shall do so in writing.
- D. If an employee is requested to work out of class into a higher classification, said employee will receive the rate of pay of the higher classification upon assumption of said duties. The out of class pay shall commence on the first day of the employees assumption of said duties, and shall continue until the time when the employee resumes his/her previous classification. If an employee is requested to work in a lower classification, his/her salary shall not be affected.

ARTICLE 9 MAINTENANCE OF WORK OPERATIONS

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e. the concerted failure to report for duty or willful absence of any employee from the full, faithful

and proper performance of the employees' duties of employment), work stoppage, slow-downs, walk-out or other illegal job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.

- B. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, walk-out, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Borough, and that the Union will order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order. If a worker participates in any strike, work stoppage, slow-down, walk-out or other aforementioned activities, the Borough may take appropriate disciplinary measures against those employees.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right 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 members.
- D. The Borough agrees that it will not engage in the lock-out of any of its employees.

ARTICLE 10 HOURS OF WORK

Section 1

The regular work week shall consist of forty (40) hours, eight (8) consecutive hours per day, Monday through Friday with a half (½) hour unpaid lunch.

Section 2

Employees shall be subject to call at any time for special assignments and/or emergencies.

Section 3

Temporary employees shall not be used unless all available qualified, permanent employees are working or unable to work.

ARTICLE 11 OVERTIME

Section 1

All employees shall receive overtime pay for all work in excess of eight (8) hours in any day and forty (40) hours in any one week at the rate of one and one half (1 ½) the employee's regular base rate of pay.

Section 2

Employees working on a holiday, as described in Article 20 of this Agreement, shall be paid one time the employee's regular base hourly rate of pay in addition to their regular day's pay.

Section 3

If an employee is called back to duty he shall be guaranteed two (2) hours work, and at the discretion of the Supervisor, may be released early or work the full two (2) hours.

Section 4

Reasonable notice will be given if overtime is to be worked by regularly scheduled day shift employees, unless it is an emergency situation.

Section 5

All employees working six (6) consecutive days shall be paid at one and one half (1 ½) times the hourly rate for all time worked on the sixth (6th) consecutive day.

Section 6

All employees working seven consecutive days shall be paid at time and one half (1 ½) times the hourly rate for all time worked on the seventh consecutive day.

Section 7. On-Call Shift Differential

In addition to the normal week when an employee is scheduled on a weekly basis to respond to public complaints, it will be considered as a shift change and a 10% pay differential on base salary will be paid to the employee for all hours worked during the work week. Employees will receive a minimum of two (2) hours pay regardless of the actual time worked. On-Call opportunities shall be scheduled by seniority on a rotating basis among qualified employees.

ARTICLE 12 PAY PERIODS

- A. All wages shall be due and payable in full on the 15th day of the month and the last day of the month at the end of the employee's shift.
- B. When the regular pay day occurs on a holiday, the Borough shall pay the employees, at the end of the shift, on the regular work day immediately preceding the holiday.
- C. With each pay check, the employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

ARTICLE 13 SALARIES

1. All employees covered by this Agreement shall receive compensation as follows:

<u>Classification</u>	<u>1/1/02</u>	<u>1/1/03</u>	<u>1/1/04</u>	<u>1/1/05</u>
Class I	\$16.99	\$17.84	\$18.73	\$19.67
Class II	\$14.04	\$14.74	\$15.48	\$16.25

2. Any employee performing work on a higher classification shall receive the higher rate of pay for all time performing such work. Any employee performing work of a lower classification shall not suffer any reduction in rate.

3. Description

Class I Employees shall be all employees who operate heavy motor vehicles, Heavy/light equipment, light motor vehicles and also perform routine labor.

Class II Employees shall be all employees who operate light equipment, light motor vehicles and also perform routine labor.

4. The Borough will provide either through purchase or rental the equivalent of:
2 pair of safety shoes which must be worn while working (each year) issued 1/1 and 7/1 of each year.
3 summer uniforms
2 winter uniforms

ARTICLE 14 SICK LEAVE

- A. Each eligible employee as defined below shall be entitled to twelve (12) days of sick leave without loss of pay.
- B. Sick leave pay shall be based upon the individual employees straight time daily rate of pay, for the day or any part of which he is absent from work because of illness.
- C. In the event of accident or illness requiring absence from work, such sick leave benefits shall commence on the first (1st) work day absent.
- D. Sick leave may not be granted to an employee until completion of the probationary period.
- E. A doctor's certificate may be required at the Borough's option as condition for payment of such leave, only one (1): where an employee is absent in excess of ten (10) occurrences in seven (7) consecutive months, or two (2), when an employee is absent for three (3) consecutive days, both except for a period of time during which the employee is confined to any certified medical institution. The expense of the doctor's certificate will be the employee's and not the Borough's. Abuse of

sick leave shall be cause for disciplinary action.

- F. Sick leave benefits shall be integrated with welfare payments, worker's compensation or disability income.
- G. Sick leave shall be payable only with respect to a work day on which the employee would otherwise have worked, and shall in no event apply to an employee's scheduled day off, holiday, vacation, leave of absence, or to any other day for which an employee has received full pay from the Borough.
- H. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required, but not at the Borough's expense.
- I. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, by a physician designated by the Borough. Such examination shall establish whether the employee was capable of performing his normal duties and that his return will not jeopardize his health, the health of the other employees, or the public health.
- J. Each employee shall be entitled to 'sell-back' unused sick leave each year. Upon notice on or before November 15, of each year, to the Borough Treasurer, each employee shall be entitled to 'sell-back' and receive pay up to a maximum of six (6) days of that year's sick leave. Pay for each day shall be at seventy-five percent (75%) of its value (i.e., employee's regular straight time hourly rate of pay times eight (8) hours times seventy-five percent (75%) for each day).

The unused sick leave which is not "sold-back" shall be accumulated in the "bank" for future needs.

K. Payment of unused sick time at retirement

After twenty (20) years of service, or attaining the age of sixty-two (62), the employee, upon retirement, will be paid for sixty percent (60%) of his accumulated sick leave. The total payment will be made in four (4) equal payments over a period of one (1) year. This benefit will also, at the employee's death, be payable to the employee's beneficiary in the same manner.

ARTICLE 15 MILITARY LEAVE

- A. The Borough agrees to provide all employees with military leave in accordance with Federal and State Statutes.

ARTICLE 16 JURY LEAVE

- A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid by the Borough the difference between his/her daily base rate of pay (up to a maximum of eight (8) hours) and the daily jury fee, subject to the following conditions:
1. The employee must notify his supervisor immediately upon receipt of a summons for jury service.
 2. The employee has not voluntarily sought jury service.
 3. The employee submits adequate proof of the time served on the duty and the amount received for such service.
- B. If, on any given day an employee is attending jury duty, he or she is released by the Court prior to eleven o'clock a.m., that employee shall be required to return to work by twelve o'clock noon that day in order to receive pay for all hours worked that day.

ARTICLE 17 FUNERAL LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay at regular straight time from the day of death up to and including the day of the funeral, but in no event shall the employee's paid leave exceed three (3) working days.
- B. The term "immediate family" shall include grandparents, parents, children, step-children, spouse, brother, step-brother, sister, step-sister, mother-in-law, step mother-in-law, father-in-law, step father-in-law, and legally adopted children. For all other relatives the employees shall be granted one (1) day off without loss of pay.
- C. Time off with pay, as provided in this section, is intended to be used for the purpose of handling necessary arrangements and attendance of the funeral of the deceased member of the immediate family.

ARTICLE 18 LEAVE OF ABSENCE

- A. Any employee desiring a leave of absence without pay from the Borough shall secure written permission from the Borough with notice to the Union.
- B. Approval of such a leave of absence shall be at the sole discretion of the Borough. Approval shall not be unreasonably withheld.
- C. The maximum leave of absence shall be for thirty (30) days, and may be extended for like periods at the sole discretion of the Borough up to a maximum of ninety

(90) days.

- D. Permission for extension must be secured from the Borough with notice to the Shop Steward.
- E. During the period of absence, the employee shall not engage in full-time or part-time employment whatsoever. Failure to comply with this provision shall result in the complete loss of seniority rights with the employee involved, and may result in the employee's loss of employment with the Borough, at the Borough's sole discretion.
- F. The employee shall be responsible for and shall make suitable arrangements with the Borough for the continuation of benefits as provided in Article 22.

ARTICLE 19 UNION LEAVE

- A. Where ever practicable, meetings between representatives of the Borough and the Union for the negotiation of terms of the Agreement shall be scheduled during working time of affected employees. When it is necessary to schedule such meetings outside of regular working time, the Steward or alternate, whose attendance is required, shall be paid at regular straight time rates.

ARTICLE 20 HOLIDAYS

- A. The following are the paid holidays (day off with pay) to be given to the employees covered by this Agreement:

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- Martin Luther King Day
- Also, any other days that are recognized by the Borough

Personal Days

Each member of the Bargaining Unit shall be entitled to three (3) personal days, which may be used for any purpose desired by the employee. Notice of the intent to take a personal day on a given date should be provided to the Department Head. In the event an employee does not utilize the personal day granted aforesaid, said personal day shall not be cumulative from year to year, nor shall the employee receive any pay whatsoever because of the fact that the employee did not avail himself of the personal day.

ARTICLE 21 VACATIONS

A. Vacations shall be as follows:

Every regular employee who has been continuously in the employ of the Borough shall be entitled to receive vacation with pay (as defined herein) as scheduled by the Borough in the manner hereinafter provide.

<u>Years of service</u>	<u>Number of Days Vacation</u>
1-4	10 Days
5-14	15 Days
15-Over	20 Days

The Borough shall have the right to schedule the number of employees in each department who shall receive a particular time. Employees must select their vacations according to their seniority unless mutually agreed to by the Union and the Borough. The vacation period of each qualified employee shall be set with due regard to the desire, seniority and preference of the employees consistent with the efficient operation of the Borough's business. Vacations shall be on year-round basis.

If any deceased employee is entitled to his vacation, his/her vacation pay shall be given to his beneficiary.

The vacation period for eligible employees shall consist of consecutive days.

If an employee's vacation falls in a week in which a holiday is recognized by this Agreement, the employee shall receive an additional day's vacation. The pay which an employee shall be entitled to receive for his vacation shall be determined as follows:

For each week of vacation, an employee shall receive forty (40) hours pay at the then current hourly rate for his job classification.

Upon permanent layoff, discharge or resignation, any employee on the seniority list with one or more years of service shall be entitled to vacation pay on a pro-rate basis.

For each day of vacation, an employee shall receive eight (8) hours pay at his then current hourly rate of pay.

ARTICLE 22 HEALTH AND WELFARE AND LIFE INSURANCE

Section 1

Effective **February 1, 2002**, the Employer agrees to remit contributions to the **Teamsters Health and Welfare Fund of Philadelphia and Vicinity** (hereinafter referred to as the **"Fund"**) in the manner described in the Sections below.

Section 2

Effective **February 1, 2002**, the Employer will contribute to the Fund for and on behalf of each regular full-time employee of the Employer covered by the terms of this Agreement, the sum of **Five hundred and ninety-six dollars and seventy-nine cents** (\$596.79) per month. In the event adverse claims experience would otherwise require a reduction in any benefit program during the term of this Agreement, the Employer's contributions as set forth in the Section, shall be increased in such amounts and at such times as the Trustees may determine to be necessary to maintain the benefit programs at the levels in effect as of the date of the contribution increase, but in any event, such increase may not exceed a maximum of ten percent (10%) per contract year as needed.

Section 3

The Employer contributions referred to above shall cover medical, dental, vision, disability, prescription and death benefits. The nature and amount of such benefits shall be determined from time to time by the Trustees of the Fund.

Section 4

Contributions shall be made as set forth in **Section 2** above for each regular, full-time employee on the Employer's payroll, who is covered by this Agreement. Additionally, if a regular full-time employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall make the required contributions from the first day for a maximum of six (6) months. If an employee is injured on-the-job, the Employer shall continue to make the required contributions until such employee returns to work; however, during any period of such on-the-job injury, such contributions shall be paid while the employee is still in the employment of the Company.

Section 5

The sums required by **Section 2** above shall be remitted monthly to the Fund on or before the fifth (5th) day of the month, for the month in which these monies were accrued.

Section 6

The Union may suspend the operations of a delinquent Employer three (3) working days after receipt of a verification by telegram, registered or certified mail, that such

Employer is delinquent in its contributory obligations to the Fund. Copies of the verification shall be sent to the Administrator the Fund, the Employer and the Local Union.

Section 7

Failure on the part of the Employer to contribute as specified, hereinabove, shall make the Employer liable for all claims, damages, attorneys' fees, court costs, plus all arrears and payment, plus ten percent (10%) as liquidated damages.

Section 8

The Employer shall complete and deliver to the Fund, on forms supplied by the Fund, an Employer's Report stating the name and social security number for each regular full-time employee employed by the Employer during the calendar month.

Section 9

The Trustees of the Fund shall have the right to require the Employer to make available to the Trustees or their duly accredited representatives, all time cards, payroll records, social security records, and withholding tax records for the employees covered by this Agreement.

Section 10

By execution of this Agreement, the Employer authorizes the Employer's Association to enter into appropriate trust agreements necessary for the administration of the Fund and agrees to be bound by the terms of said trust agreements, thereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 11

If an employee is granted a leave of absence by the Employer, and if the employee wishes to continue Health and Welfare coverage during the period of the approved leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Fund during the period of absence.

Section 12

The Employer's contributions, as set forth above, shall be increased in such amounts and at such times as the Trustees may determine to maintain the benefit programs at the levels in effect as of the date of the contribution increase, but, in any event, such increase may not exceed ten percent (10%) per year.

Section 13

The Borough agrees to reimburse employees for eyeglass invoices as follows;

2002= \$100.00 2003=\$125.00 2004= \$150.00 2005=\$175.00

ARTICLE 23 INJURY PAY

- A. In the event an employee is injured on the job, s/he shall sustain no loss of pay for the balance of the day and shall go forthwith for medical attention.
- B. The injury shall be substantiated by a written doctor's report or hospital report.
- C. The employee shall also be paid in the event it is impossible for follow-up treatment other than during working hours.

ARTICLE 24 SAFETY

- A. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property.
- B. Employees shall immediately report all defects of equipment or dangerous conditions of work in writing on Borough form to the employee's Department Head.
- C. The Borough shall not ask or require an employee to take out equipment that has been previously reported in an unsafe operating condition until same has been approved as being safe by a proper Borough Official.
- D. No employee shall be required to pay for loss or damage of equipment unless it shall first be proven that such loss or damage was caused by the employee's gross negligence of improper act.
- E. Any employee involved in an accident shall immediately report said accident and any physical injury or property damage sustained by himself or anyone else to his/her Department Head.
- F. Other than those situations covered by Sec. E., 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.
- G. The Borough shall maintain, in good repair, sanitary conditions for its employees, such as toilets and hot and cold running water.
- H. The Borough reserves the right to discipline, up to and including termination, any employee whom it is proven deliberately destroyed or rendered useless any Borough or other person's property.

ARTICLE 25 SENIORITY

- A. Seniority is defined to mean the accumulated length of continuous service with the Borough, computed from the last date of hire.
- B. An employee's seniority shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury.
- C. Seniority shall be lost and employment terminated if any of the following occur:
 - 1. discharge with cause;
 - 2. resignation;
 - 3. failure to return promptly upon expiration of authorized leave;
 - 4. absence for three (3) consecutive working days without leave or notice;
 - 5. engaging in any other employment during a period of leave;
 - 6. failure to return after recall, or within one (1) year of lay-off;
 - 7. if employee leaves the bargaining unit for any reason, even though he maintains employment with the Borough; also, if the employee returns to the bargaining unit, his seniority begins from the date of his most recent entry into the bargaining unit.
- D. If the Borough establishes different starting times for employees in the same job classification, the most senior employee shall have the right to choose which starting time s/he will begin work.
- E. Once each year during the month of January, the Borough shall compile and submit to the Union in writing, and then shall post on each bulletin board listed in Article 5, a list or lists of seniority as to the Borough, the department, and the job classification from the Borough records. Any employee hired after said posting shall have their names added to this list in order of dates of hire, and the Union shall be notified of such additions.
- F. After an employee has completed his/her probationary period, the employee shall gain seniority status and employee's seniority on the list shall revert to the first day of his/her probationary period.

ARTICLE 26 PROBATIONARY PERIOD

- A. All employees, prior to becoming a permanent employee with the Borough, shall serve a probationary period of ninety (90) calendar days.
- B. During the probationary period, the employee may be discharged without cause, provided that the Borough may not discharge or discipline a probationary employee for the purposes of evading this Agreement or discriminating against Union members.

- C. In case of discharge within the probationary period, the Borough shall notify the Union in writing.

ARTICLE 27 LAY-OFF AND RECALL

- A. Should it become necessary to lay-off employees because of lack of work, the Borough shall resort to strict departmental seniority, which means the last employee hired shall be the first employee laid off.
- B. When the Borough recalls the employee, it shall be done in the reverse order in the manner they were laid off, which means the last employee laid off shall be the first employee to be recalled, so long as the employee to be recalled is qualified to do the work necessitating the recall.
- C. The Borough agrees to give at least two (2) weeks notice or two (2) weeks pay to the affected employees whenever making seasonal or permanent lay-offs, and written notice to the Shop Steward and whenever possible.
- D. The Borough, when recalling laid off employees shall notify the Shop Steward and the employee in writing. Notice to the employee shall be personally delivered or mailed to the employee's last known address, and the employee shall have five (5) working days to respond to such recall notice.

ARTICLE 28 HIRING ADDITIONAL EMPLOYEES

- A. The Borough shall notify the Shop Steward when any new employees are to be hired to fill positions within the terms of this Agreement.
- B. The Union shall have the right to send applicants to apply for the position, and the Borough agrees to interview such applicants where acceptable and give the same interview consideration to Union-sent applicants as is given to applicants from other sources.
- C. This provision shall not be deemed to require the Borough to hire Union applicants or to preclude the Borough from hiring employees from other sources.

ARTICLE 29 FULLY-BARGAINED AGREEMENT

- 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.

ARTICLE 30 SEPARABILITY AND SAVINGS

- A. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause, or clauses, only to the extent that any may be in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all language remaining in any clause, sentence or paragraph in which the offending language may appear.

ARTICLE 31 P.A.C.- CREDIT UNION

A. P.A.C - Teamsters Local Union 676

The Borough agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to P.A.C. Local 676. P.A.C. Local 676 shall notify the Borough of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Borough shall transmit to Teamsters Local Union No. 676, 101 Crescent Blvd., Collingswood, NJ 08108, on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

B. CREDIT UNION

The Borough agrees to make payroll deductions for Teamsters Local 676 Federal Credit Union purposes if the employee has provided the Borough with a signed card so authorizing. Such deductions will only be remitted to the Credit Union once a month.

ARTICLE 32 DISCIPLINE

No permanent employee may be dismissed or suspended without just cause. Nothing shall prohibit the Union from investigating any dismissal or suspension and resorting to the Grievance Procedure provided in this Agreement. Until the case has been discussed with the Business Agent, no employee may be dismissed or suspended, except where the provisions of this Section provide for such action.

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, then the employee

is entitled to back pay. If the decision directs reinstatement with pay, the Borough shall not receive any credits for wages or compensation earned by the employee while he was out of the Borough's employ. Except where an emergency prevents it, grievances concerning discharge or suspension shall be advanced over all other matters pending for grievance hearings and shall be heard promptly. Except in the case of immediate dismissal for the causes set forth below, no employee may be dismissed or suspended for his first offense but shall receive the following for each different offense:

- Step 1. Oral Notice
- Step 2. Written Warning
- Step 3. One (1) day off without pay
- Step 4. Subject to discharge

All written notices will stay in employee's personnel file up to three hundred sixty-five (365) days from the date of each entry, at which time they will be removed.

Causes for immediate suspension pending discharge without first discussing the matter with the Business Agent shall be the following:

- 1. Calling or participating in any unauthorized strike, work stoppage, slowdown or walkout.
- 2. Drunkenness, proven during working hours, or being under the influence of alcohol during working hours, or the illegal use of or being under the influence of dangerous controlled substances during working hours.
- 3. Proven theft or dishonesty.
- 4. Unprovoked assault on any Borough employee or representative during working hours.

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

ARTICLE 33 TERM OF AGREEMENT

- A. This Agreement shall be in full force and effect as of and retroactive to January 1, 2002 and shall remain in effect through December 31, 2005. This Agreement shall continue in full force and effect from year to year thereafter, unless one party gives written notice to the other no sooner than one hundred and eighty (180) nor later than one hundred and thirty five (135) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.
- B. Notice served by either party on the other stating an intention to change, terminate or modify this Agreement shall be by registered or certified mail.
- C. Notices sent by the Union shall be served on the Borough Clerk. Notices sent by

the Borough shall be served on the President of the Union or his designated representative.

BOROUGH OF SWEDSBORO

E.P. 9376
MAYOR

Debra M Connors
Borough Club

TEAMSTERS LOCAL UNION 676

John J. Jackson 01-08-02
JOHN J. JACKSON
President and Executive Officer

Vincent L Brundons, VIP, BA.