

Contract no. 1628

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

OCT 7 1992

RUTGERS UNIVERSITY

A G R E E M E N T

Between

BOROUGH OF PENNS GROVE, NJ

And

TEAMSTERS LOCAL UNION NO. 676

Affiliated with the  
International Brotherhood of Teamsters  
AFL/CIO

MUNICIPAL SERVICES DEPARTMENT

EFFECTIVE DATES:

January 1, 1989  
up to and including  
December 31, 1993

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## PREAMBLE

This agreement entered into by and between the Borough of Penns Grove in the County of Salem, as a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Borough" and Teamsters Local Union No. 676 affiliated with the International Brotherhood of Teamsters, AFL/CIO, hereinafter referred to as the "Union", represents the understanding on all bargainable issues between the Borough and the Union.

## ARTICLE 1. RECOGNITION

### Section 1

The Borough recognizes the Union as the exclusive bargaining representative for all blue collar employees of the Borough Municipal Services Department, excluding all police, supervisors, managerial, and confidential employees.

### Section 2

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. 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 who is qualified and

available to perform the work to which the employment relates.

ARTICLE 3. WORK PERFORMED BY COVERED EMPLOYEES

All work performed in any classification covered under this agreement shall be performed solely by employees covered under this agreement; and no work under any classification covered by this Agreement shall be performed by either the Employer or the Employer's representatives, or any other person or employees.

ARTICLE 4. MANAGEMENT RIGHTS

Section 1

The Borough hereby retains and reserves unto itself, 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 the following rights:

- A. The executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees.
- B. To make reasonable rules of procedure and conduct, to use improved methods and equipment, and to decide the number of employees needed for any particular time.
- C. 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.
- D. To hire employees, to promote and transfer employees, to suspend, discharge or take any other appropriate

disciplinary action against any employe only for good and just cause and to layoff employees in the event of lack of work or funds.

E. The Borough reserves the right, with regard to all other conditions of employment, to make such reasonable changes as it deems necessary for operation of the Borough.

### Section 2

The exercise of the foregoing rights, authority, duties and responsibilities of the Borough, and the use of judgment and discretion in connection therewith, shall be limited by the terms of this agreement.

### Section 3

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

## ARTICLE 5. UNION RIGHTS

### Section 1 Inspections

Authorized representatives of the Union shall be permitted to enter the Borough's premises and to inspect the Borough's facilities and to consult with the employees for the purpose of investigating grievances and seeing that the agreement is being adhered to.

### Section 2 Inspection of Payroll Records

Whenever a complaint is made concerning the wages, vacations and/or holidays or other compensation of an

employee, or group of employees the Union shall have the right to inspect the Borough's payroll and time records.

Section 3 Shop Steward

The Borough recognizes the right of the union to designate shop stewards and alternates from the Borough's seniority list. The authority of the shop stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- A. The investigation and presentation of grievances to the Borough's designated representative, in accordance with the provisions of the Collective Bargaining Agreement.
- B. The collection of dues and fees when authorized by Local Union resolution.
- C. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers provided such messages and information have been reduced to writing; or it not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, or any other interference with the Borough's business.

Section 4 Investigation of Grievances By  
Shop Steward

The Steward shall be permitted to investigate, present and process grievances on the property of the Borough without loss of time or pay. Such time spent in handling grievances shall be considered working hours to be



compensated at the employee's regular hourly rate of pay. The time spent in processing grievances shall not be unreasonable, and the supervisor may limit the time so spent.

Section 5 Time For Meetings

Whenever the shop steward is required to attend any grievance hearings or negotiating meetings, he shall be compensated by the Borough.

Section 6 Time For Union Activities

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

Permission for such time off must be requested two (2) weeks in advance, in writing.

ARTICLE 6. CHECKOFF

The Borough, shall make deductions of regular monthly Union membership dues and fees. The Borough will only make such deductions from the wages of each employee who voluntarily signs an "authorization card".

Deduction for regular monthly membership dues and fees will be made from the first pay period of each month, from the wages of each such employee receiving a pay check for that period, except that if any such employee does not receive a pay check for that period, but does receive a subsequent pay check the deduction will be made on the

latter pay day, provided that no more than two (2) months dues and fees will be checked off on any one pay day.

All deductions of Union membership dues and fees shall be paid to the local Union Secretary/Treasurer, together with a list showing the names of the employees from whose pay deductions were made and the amount of each deduction.

The Union agrees to notify the Borough of the official amounts of regular Union membership dues and fees to be deducted.

Such notification by the Union is to be in writing and signed by the Union President or Secretary/Treasurer. Should any change occur during the term of this agreement, the Union shall notify the Borough in writing, of any such change thirty (30) days before any change in the amount of said deduction.

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

#### ARTICLE 7. AGENCY SHOP

Upon signing of this agreement the provisions of the "Agency Shop" concept established by the passage and signing of the amendments and supplements to the "New Jersey Employer-Employee Relations Act" (P.L. 1941, c. 100, C.34:13A 1, et seq.) shall take effect. Those employees that are in the bargaining unit on the effective date of this Agreement who do not join the Union within thirty (30) days thereafter, any new employee who does not

join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall, as a condition of employment pay a representation fee to the Union by automatic payroll deduction by the Borough. The representation fee shall be in an amount not to exceed eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees, and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

ARTICLE 8. RULES, REGULATIONS AND SAFETY CODES

Section 1

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

The Union and the Borough agree that the employees covered by this Agreement shall receive thirty (30) days advance notice of the contents and effective date, of the

Borough's Rules, Regulations and Safety Codes and amendments and revisions thereto.

Section 2   Conditions of Work Safety

- A. 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. However, in the event that a person covered under this Agreement feels that there is an imminent danger in operating a piece of the Borough's equipment or completing an assigned task, he will immediately report such danger to his immediate Supervisor, who shall make the determination as to the continued operation of the equipment and completion of the assigned task. When continued operation is ordered, the employee has the right to file a grievance.
- B. A person shall not be subject to discipline for taking such action unless they refuse to continue operation of equipment or completion of the assigned task after having been told to do so by the appropriate personnel. It is not the intent of members of the Union to use this clause for purposes of strikes, slow downs, work stoppages, or other such job actions. The Union Business Agent shall have the right to

investigate grievances concerning unsafe equipment or dangerous tasks.

Section 3 Safety Committee

A safety committee, comprised of one representative of the Employer from each division and one employee representative designated by the Union shall meet quarterly to discuss and make recommendations to the Borough on matter relating to job safety.

Section 4 Equipment Reports

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

The Borough shall not ask or require an employee to use equipment that has been previously reported in an unsafe operating condition until it has been approved as being safe by a qualified Borough Official.

Section 5 Loss or Damage

No employee shall be required to pay for any loss or damage to equipment, unless caused by employee's gross negligence.

Section 6 Accident Reports

Any employee involved in an accident shall immediately report said accident and any physical injury or property damage sustained by himself or anyone else.

Other than those situations covered by this agreement, 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.

Section 7 Protective Clothing and Protective Equipment

The Borough shall supply protective clothing and protective equipment necessary to perform any task necessitating the protection.

ARTICLE 9. SERVICE RECORDS

Employees covered by this Agreement shall be entitled to inspect their service records upon request any by appointment with the Custodian of the records.

ARTICLE 10. BULLETIN BOARD

The Borough shall provide the Union with a bulletin board to be attached to a wall in the Municipal Services Department facility for the purpose of posting of notice relating to Union meetings and official business.

ARTICLE 11. SANITARY CONDITIONS

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

ARTICLE 12. GRIEVANCE PROCEDURE

Section 1 Purpose

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment.
- B. The Shop Steward shall be present at all levels of the grievance procedure.

Section 2 Definitions

- A. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies, agreements and administrative decisions affecting the terms and condition of employment, or this Agreement and shall be raised by an employee, or a group of employees.

Section 3 Steps of the Grievance Procedure

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

A. Step One

An informal meeting shall be held between the shop steward, the aggrieved and the aggrieved's Supervisor within ten (10) working days of knowledge of the occurrence giving rise to the grievance. If no

satisfactory resolution of the grievance can be made the grievance shall be put in writing and submitted to step two.

B. Step Two

A meeting between the aggrieved employee, along with the shop steward and the Chairperson of the Department within ten (10) working days of the date the written grievance is filed. If no satisfactory agreement is reached within three (3) working days after the meeting or after the expiration of the foregoing ten (10) working day period, whichever is later, than

C. Step Three

A meeting between an official of the Union with the Steward and the aggrieved in conference with the Borough Council or their designated representative, at a mutual time to be fixed by the Borough Council or their designated representative(s) and the Union official within twenty (20) days after the expiration of Step Two. Should no acceptable agreement be reached within an additional ten (10) working days, of the meeting, or the expiration of the twenty (20) day period, whichever is later, then the matter may be referred to arbitration by the Borough or the Union only.



C1. Either the Union or the Borough may have witnesses whose testimony is relevant at any step. Any witnesses attendance will be limited, however, to the time required to present his testimony.

D. Step Four

1. In the event the grievance has not been resolve date Step Three, the grievance may, within thirty calendar days, after the expiration of Step Three, be submitted to arbitration. The arbitrator shall be chosen in accordance with the Rules of the New Jersey State Board of Mediation.
2. The arbitrator shall not have the authority to add to, detract from or to modify this Agreement. The decision of the arbitrator shall be final and binding on all parties.
3. The costs for the services of the arbitrator shall be borne equally between the Borough and the Union. Any other expenses incurred, including but not limited to the presentation of witness shall be paid by the party incurring the same.
4. The arbitrator shall set forth is findings of fact and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.
5. Time limit may be extended by the parties by mutual agreement.

ARTICLE 13. DISCHARGE OR SUSPENSION

Section 1 CAUSE FOR DISMISSAL OR SUSPENSION

No employee may be dismissed or suspended without just cause. Nothing shall prohibit the Union from investigating any dismissal or suspension and resorting to the Grievance Procedure provided in this Agreement. 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 immediate dismissal or suspension.

In the event that it is decided, as provided in the Grievance Procedure set forth in this Agreement, that a suspension or discharge was without just cause, the decision shall provide for reinstatement with or without back pay. If the decision directs reinstatement with pay, the Employer shall receive credit for any wages of compensation earned by the employee 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.

Section 2

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

- A. Calling or participating in any unauthorized strike, work stoppage, or walkout.

- B. Being under the influence of alcohol during working hours.
- C. Theft or dishonesty involving Borough property or business during working hours.
- D. Unprovoked assault on his Employer or his Employer's representative during working hours.
- E. Illegal use of dangerous controlled substances. In each instance, the Employer shall promptly notify the Union of the action taken in writing.

ARTICLE 14. SENIORITY

Section 1 Seniority, Rank and Posting

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

- A. discharge for just cause.
- B. resignation;
- C. failure to return immediately upon expiration of authorized leave;
- D. absence for five (5) consecutive working days without leave or notice;

E. engaging in any other employment during a period of leave of absence.

Seniority rights for employees shall prevail at all times.

### Section 2 Categories

A. All employees shall be employed in one of the following categories:

1. Regular - an employee who has successfully completed the probation period.

a. Full-time - employed forty (40) hours or more per week.

b. Part-time - employed no more than thirty five (35) per week.

B. Probation - a new employee having worked less time than the probationary period, ninety (90) days.

### Section 3

Full time employes shall have seniority rights over Part time employees. 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, 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 thirty (30) days after posting after which the list shall become binding. After an employee has completed the

probation period said employee shall gain seniority status and his seniority date on the seniority list shall revert to the first day of his employment.

Section 4 Probation Period

Each employee of the Borough who becomes a new member of this bargaining unit shall serve a probationary period of employment during which time said employee may be discharged by the Borough with or without cause. The length of this probationary period shall be ninety (90) days from the date of employment.

Section 5 Job Openings

- A. All openings or vacancies shall immediately be posted by the Borough in a conspicuous place for the employees to see for a period of fourteen (14) consecutive calendar days. At the end of that period, the position shall be awarded and become effective on the Monday of the week following the conclusion of the posting period. Any employee wishing to apply for the opening or vacant position may do so by signing the posting.
- B. All openings or vacancies shall be filled according to seniority and qualifications. Each employee shall have a thirty (30) day qualification period subject to the conditions stated hereafter. If during or, at the end of the qualifying period, the Borough feels that the employee is not qualified, they shall then furnish substantial evidence to the Union to substantiate this

claim. Any employee so disqualified or voluntarily gives up the promotion, transfer or demotion shall be allowed to resume his/her former position without penalty. In the event the Borough may not obtain sufficient or qualified employees to fill the openings or vacancies, then they may fill such positions from other sources.

Section 5 Accidents and Illness

Employees who have been off from work due to illness or injury shall be permitted to return to work upon the presentation to the Employer of a certificate from the employee's physician attending to the employee's physical fitness.

ARTICLE 15. LAYOFF AND RECALL

Section 1 Notice of Layoff Without Cause

The Borough agrees to give forty five (45) day's notice whenever making layoffs. Notice must be given in writing to the Union, the Shop Steward and the employee. Where such required notice is not given the Borough shall pay the employee fourteen (14) day's wages in lieu thereof.

Section 2 Notification of Recall

The Borough when recalling laid-off employees, shall recall on the basis of seniority and shall send a registered letter to the employee's last know address (as indicated on the employee's record) and the employee shall have three (3) days from receipt of such notice to respond to such recall notice. If the employee fails to report to

work within a five (5) day period, after receipt of such recall notice he may be terminated. If he then is rehired he shall be considered a new employee without his former seniority.

ARTICLE 16. HOURS OF WORK AND OVERTIME

Section 1 Hours of Work

The work week shall consist of five (5) days of eight (8) consecutive hours excluding any unpaid meal period, each Monday through Friday for full-time employees. The full-time work day shall be scheduled from 7:00 a.m. to 3:30 p.m.

Section 2 Pay Period

All employees shall be paid in full bi-monthly on the fifteenth (15th) and thirtieth (30th) of the month.

Section 3 Pay Day

When the regular pay day occurs on a holiday, the Borough shall pay the employees on the regular work day immediately preceding the holiday.

Section 4 Statement of Earnings

Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

Section 5 Finished Day's Work

When an employee has completed a day's work and has left the Borough premises, he shall be "off duty". In the event that an employee is recalled to work he shall be compensated at one and one half (1 1/2) times his

applicable hourly rate of pay with a guarantee of two (2) hours.

Section 6 Overtime

All employees shall be paid time and one half (1 1/2) for all hours worked in excess of eight (8) hours in any one (1) day.

Section 7 Saturdays

Any employee who works on Saturday, after forty (40) hours worked shall receive time and one half (1 1/2) for all hours paid for with a guarantee of four (4) hours.

Section 8 Sundays

Any employee who works the seventh (7th) shall receive one and one half (1 1/2) times his regular rate of pay with a guarantee of four (4) hours.

Section 9 Holidays

Any employee who works any of the holidays stipulated in this Agreement shall receive two times his regular rate of pay with a guarantee of four (4) hours.

Section 10

Overtime work shall be distributed equitably among the employees. Employees shall be give reasonable notice (2 hours) that overtime will be worked, except in cases of emergency.

Section 11

In the event that an employee is required to remain at work following the end of his regular shift he shall be



entitled to a paid fifteen (15) minute break after four (4) hours.

Section 12 Compensation Time

All employees shall receive pay for all hours worked at appropriate rates as set forth.

Section 13 Meal Periods

All employees shall be entitled to a thirty (30) minute break period after the completion of the fourth hour of work and before the completion of the sixth hour of work. All employees shall be entitled to two (2) fifteen (15) minute break periods, one in each half of their shift.

Section 14 Snow and Emergency Operations

During snow removal and other emergency operations, if called back to work, all hours worked in addition to the regular eight (8) hours shall be compensated at one and one half (1 1/2) times the hourly rate, up to midnight of that day, at which time the employee's regular rate of pay shall resume. After a total of eight (8) continuous hours have been worked the employee reverts back to the time and one half (1 1/2) rate for all continuous hours thereafter. If an employee is called back to duty in a situation other than mentioned above, he shall be guaranteed two (2) hours of work and at the discretion of the Supervisor, may be released early or work the full two (2) hours.

ARTICLE 17. COMPENSATION

Section 1 Wages

All employees shall be compensated as follows:

The five full-time employees who worked in 1989 shall receive \$1,000.00 each for the year 1989.

	<u>1/1/90</u>	<u>1/1/91</u>	<u>1/1/92</u>	<u>1/1/93</u>
LABORER/DRIVER				
Date of Hire	\$7.50	\$8.50	\$9.00	\$9.36
1st January 1	8.50	9.50	10.00	10.40
2nd January 1	9.00	10.00	10.50	10.92
3rd January 1	9.50	10.50	11.00	11.44

ARTICLE 18. ON-CALL SHIFT DIFFERENTIAL

Section 1

On-Call opportunities shall be scheduled by seniority among qualified employees.

ARTICLE 19. PAY FOR TIME IN COURT

Each employee required to appear in court relating to matters arising out of the performance of his duties shall be compensated at appropriate hourly rates for all time spent in fulfilling the request to appear.

ARTICLE 20. HOLIDAYS

Section 1 Personal Days

A. Each employee shall be entitled to five (5) personal days without giving reason therefor. Employees shall be required to give forty eight (48) hours' notice to his supervisor as to the personal day he wishes to take. Approval for such days shall not be unreasonably denied. Personal days must be utilized by December 31st of each year.

B. Employees shall be entitled to the five (5) days off with pay in cases of severe illness of an immediate family member without the forty eight (48) hour notice.

Section 2 Defined Days

The following days shall be recognized as holidays and employees compensated for such time without the need to work:

New Year's Day	Dr. Martin Luther King Day
Washington's Birthday	Good Friday
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Christmas Day

ARTICLE 21. VACATIONS

Section 1

Every regular employee who has been continuously in the employ of the Borough shall receive paid vacation as set forth below. The qualifying year for vacation shall be measured from an employee's anniversary date.

<u>Years of</u> <u>Continuous Service</u>	<u>Weeks of</u> <u>Vacation</u>
1	1
2-5	2
6-14	3
15-20	4
21-25	5

Section 2

A. The Borough shall have the right to schedule the number of employees who shall receive vacations at a particular time, but no less than one (1) at any time. Employees must select their vacations according to their seniority. 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 Employer's business. Subject to the other provisions of this paragraph, vacations shall be scheduled at any time during the twelve (12) months following the anniversary date on which the employee qualifies for such vacation.

B. Vacations may be taken in increments in eight (8) hours.

ARTICLE 22. SICK LEAVE

Section 1

Employees in the bargaining unit shall be allowed paid sick leave which shall be earned at the rate of one day per month for each month of employment. Five sick leave days may be carried over year to year.

Section 2

Sick leave is defined as temporary inability to perform duties by reason of illness, injury or disease.

Section 3

Employees shall not be required to present evidence of injury until after three (3) consecutive days.

Employees shall have the right to the necessary medical care which may be secured from the Borough's doctor or the Borough's insurance carrier's authorized doctor, but upon request is made, the Borough must pay the

11.

Section 4

In the event of work-related illness or injury, the employee shall retain his rights pursuant to the Worker's Compensation Act and not be required to utilize sick leave for any lost time.

Section 5

Employees shall be compensated for all unused accumulated sick leave upon retirement from said employment. The employee shall be entitled to full current value of his unused sock leave at the time of termination.

ARTICLE 23. FUNERAL LEAVE

Section 1

When a death occurs in the immediate family of any employee, such employee shall be granted three (3) consecutive working days leave without loss of pay. Proof of death may be required.

Section 2

An employee's immediate family shall be considered as husband, wife, son, daughter, mother, father, grand-mother, grand-father, mother-in-law, father-in-law, sister, brother, step-father, step-mother, step-child (to include foster child residing in the employee's home) and grandchildren.

Section 3

In certain circumstances additional leave may be granted by the Committee Chairman with or without pay after a request has been made.

ARTICLE 24. JURY DUTY

An employee who loses time from his job because of jury duty as certified by the Clerk of the Court, shall suffer no loss of salary, however,

- 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.

ARTICLE 25. INJURY LEAVE

Section 1

Any employee who is injured, whether slight or severe, while working, must, when physically able, make an immediate report before the end of his/her shift to his/her immediate supervisor so that the Borough may file the appropriate Worker's Compensation claim. Failure to so report said injury may result in the failure of an employee to receive compensation under this Article.

Section 2

If the insurance carrier's physician certifies that the employee cannot return to work, the employee shall remain on injury leave.

Section 3

In the event the Borough appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Borough appointed physician by submitting medical documentation obtained by the employee from a physician of his choosing. Then the Borough and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne by the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the physician also certifies the employee fit to return to duty injury leave benefits granted under this Article shall be terminated. Section 4

The Borough upon certification by a Borough appointed physician, shall extend the injury leave for no ore than six (6) more months. The Borough appointed physician must certify that the employee is incapable of performing his duties for the additional time period.

ARTICLE 26. MATERNITY/PATERNITY LEAVE

Section 1

An employee shall be entitled to a six (6) month maternity leave without pay, request for such leave shall be made in writing no later than two (2) months prior to the effective date of leave.

Section 2

Except for reasons of health or inability to perform her job, the pregnant employee shall be permitted to work, providing the attending physician approved and so advises in writing.

Section 3

Such employee shall be granted earned and accumulated sick and vacation leave time, to the extent accumulated by the employee, during the time out of work, prior to and after the actual date of birth up to a maximum of six (6) months for any pregnancy.

Section 4

Additional time, without pay, may be granted at the Borough's discretion for reasons of the employee's individual health, upon presentation of a doctor's certificate setting forth the necessity therefor.

Section 5

Sick leave, holidays and vacation time benefits only accrue while the employee is being paid.

ARTICLE 27. LEAVE OF ABSENCE WITHOUT PAY

Section 1 Personal

Upon written request of an employee, leaves of absence without pay and without accrual of payment of fringe benefits but without loss of seniority shall, at the Town's discretion, be granted to an employee who has established valid justification for such leave. The Borough will endeavor to grant such leaves of absence in a



consistent manner. Such a leave of absence shall not exceed three (3) months unless extended at the discretion of the Borough.

Section 2

Employees shall automatically be granted a leave of absence without pay and without loss of seniority or its accumulation for medical reasons. Such leave shall be for the duration of the illness or injury. The employees may continue the coverage at his/her own expense for the above reasons thereafter. The Borough shall continue to provide health coverage as outlined under Article 29 for the duration of the illness or injury for work related matters.

ARTICLE 28. COMPENSATION TO SURVIVORSSection 1

In the event of any employee's death, his estate or legal representatives shall be paid for all accumulated holidays, vacation leave, sick leave, wages accrued pursuant to the terms of this Agreement at the rate of pay earned by such deceased employee at the time of his death.

Section 2

Employees shall receive pay for all accumulated, unused holidays, vacation leave, and sick leave in the event of retirement or termination from the Borough's employment. Any employee who is discharged for just cause pursuant to Article 12 shall forfeit payment for accumulated sick leave and holidays.

ARTICLE 29. HEALTH BENEFITS INSURANCE

Section 1

Health insurance benefits shall be provided to ALL employees for the employee and his/her family by the Borough in accordance with Borough Ordinances.

Section 2

If the Borough provides additional medical or health insurance to its other employees during the term of this contract, such coverage shall be granted ALL employees and his/her family. The Borough may change the health insurance carrier, if the change is better or the same as the health benefits presently being provided, with the mutual consent of the Union.

Section 3

Employees retiring from Borough employment shall receive all the benefits described in Section 1.1 above, at no cost to the retiree. When the retiree reached Medicare and/or Medicaid age the Borough shall be relieved of its medical obligations.

Section 4

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 Borough ordinances.

### Section 5

Contributions shall be made as set forth in Section 1&2 above for each regular, full-time and part-time employee on the Employer's payroll who is covered by this Agreement. Additionally, if a regular full-time or part-time employee is absent because of illness or off-the-job injury for two (2) consecutive weeks 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 pay the required contributions until such employee returns to work; however, during any period of such on-the-job injury, such contributions shall not be paid for a period of more than six (6) months.

### Section 6

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 Health and Welfare Fund during the period of absence.

### Section 7

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.

ARTICLE 30. UNIFORMS

Section 1

The Borough at its expense, shall supply and maintain work uniforms for all employees covered by this Agreement. The uniform shall consist of three (3) pairs of pants and three (3) shirts, one foul weather suit and boots and two (2) pair of winter coveralls. The Borough shall replace any garment on a fair wear and tear basis requiring replacement.

Section 2

Each employee shall receive two (2) pairs of work shoes each calendar year. The cost of such shoes shall be borne by the Borough. The employee shall choose the shoe desired, however, the Borough's liability for payment shall not exceed \$85.00 per pair.

Section 3

The Borough shall supply and replace on a fair wear and tear basis, work gloves for all employees.

ARTICLE 31. SEVERABILITY OF AGREEMENT

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be

affected thereby and shall continue in full force and effect.

ARTICLE 32. SUPERSEDING CLAUSE

This agreement supersedes any and all other agreements dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this agreement.

ARTICLE 33

TERM OF AGREEMENT

This agreement shall be in full force and effect as of January 1, 1989 and shall remain in effect through December 31, 1993. This Agreement shall continue in full force and effect from year to year thereafter, unless either party gives notice in writing, no sooner than ninety (90) days prior to the expiration date or any annual renewal 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 Penns Grove, New Jersey, on this

7th day of August 1991.

BOROUGH OF PENNS GROVE

TEAMSTERS LOCAL UNION 676

Paul T. Molinar

Vincent L. Buondonno 7/23/91

VINCENT L. BUONDONNO  
PRESIDENT & EXECUTIVE OFFICER