

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF BURLINGTON, NEW JERSEY

AND

THE INDEPENDENT ASSOCIATION OF BURLINGTON CITY PUBLIC WORKERS

JANUARY 1, 1995 THROUGH DECEMBER 31, 1997

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PREAMBLE

THIS AGREEMENT made and entered into this ____ day of _____, 1995, by and between the **CITY OF BURLINGTON**, in the County of Burlington, in the State of New Jersey, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "City"), and the **INDEPENDENT ASSOCIATION OF BURLINGTON CITY PUBLIC WORKERS** (hereinafter referred to as the "IABCPW"), represents the complete and final understanding on all bargainable issues between the City and the IABCPW and is designed to maintain and promote a harmonious relationship between the IABCPW and such employees subject to this Agreement, in order that a more efficient and progressive public service may be rendered.

The parties to this Agreement recognize that New Jersey Department of Personnel rules and regulations may supersede and control portions of this Agreement.

ARTICLE I

RECOGNITION

The City hereby recognizes the IABCPW as the sole and exclusive representative of all employees subject to this Agreement as listed in the attached salary schedules. Excluded from recognition are all other municipal employees.

ARTICLE II

MANAGEMENT'S RIGHTS

A. The City of Burlington hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the municipal government and its properties and facilities and the related activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible.

2. To hire all employees, to promote transfers, assign or retain employees subject to this Agreement in the positions within the City, and in that regard to establish reasonable work rules.

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

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

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

6. Employees, regardless of regular assignment may be assigned by the City to perform any duty related to their job title.

7. The City 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 efficient and effective operation of departments and divisions of the City.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, 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 Constitution and laws of New Jersey and of the United States.

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

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any employee subject to this Agreement is scheduled, by mutual agreement of the IABCPW and the City, to participate, during working hours, in negotiations, grievance proceedings, conference or meetings, he shall suffer no loss of pay.

B. The IABCPW may have use of a meeting room in any of the City's buildings, after or before normal working hours, when appropriate scheduled through the proper authority.

ARTICLE IV

JOB CLASSIFICATIONS

A. Salary ranges shall be established and applied to all authorized classified positions, except where positions and salaries are set by New Jersey statute. Salary ranges shall not apply to part-time and temporary employment or professional services engaged on a specialized basis.

B. Rates of compensation provided for in these regulations are fixed on the basis of full time service in full time positions.

ARTICLE V

SALARIES

A. Pay Plan

The salaries for all employees subject to this Agreement are set forth in the attached "Salary Schedules of Recognized Titles" incorporated as part hereof.

B. Employees on guide shall automatically proceed to the next step on the salary guide for their title pursuant to the employee's anniversary date.

C. Personnel in the Department of Public Works designated to carry a pager shall receive an allowance of One Hundred Dollars (\$100.00) per year.

D. For the purpose of payroll calculations, the work week shall commence at 12:01 a.m. on Monday.

E. The base salary shall be the hiring salary of each title, except where, in the sole discretion of the City, an individual is given credit for previous work experiences.

F. During the term of this Agreement the pay scales will not be reduced unless by mutual agreement of both parties.

ARTICLE VI

WORK SCHEDULES

A. The regular starting time of work shifts will not be changed without reasonable notice to the affected employees and without first having discussed such changes with the department representatives of the IABCPW.

B. Where the nature of the work involved required continuous operations on a twenty-four (24) hour day, seven (7) days week basis, qualified and able employees subject to this Agreement so assigned will have their schedules arranged in a manner which will assure, on a rotation basis, that said employees subject to this Agreement will have an equal share of Saturdays and Sundays off, distributed evenly as possible throughout the year.

C. Where more than one (1) work shift per day exists within a given classification qualified, willing and able employees subject to this Agreement will be given preference of shifts in accordance with their seniority whenever practicable.

D. Employees subject to this Agreement are required to be prompt for work. Employees subject to this Agreement who exhibit a pattern of being late for work shall be subject to progressive disciplinary action.

ARTICLE VII

SHIFT DIFFERENTIAL

A. Each employee subject to this Agreement regularly assigned to work the following shifts shall receive, in addition to the earnings received from existing hourly rates as follows:

1. 4:00 P.M. to 12:00 Midnight
Forty-five cents (\$.45) per hour
2. 12:00 Midnight to 8:00 A.M.
Fifty cents (\$.50) per hour

ARTICLE VIII

HOLIDAYS

A. Employees subject to this Agreement shall receive compensation for each of the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Floating Personnel Day
4. President's Day
5. Good Friday
6. Memorial Day
7. Fourth of July
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Day After Thanksgiving Day
14. Half (1/2) Day Before Christmas
15. Christmas Day
16. Half (1/2) Day Before New Year's Day

B. Compensation for the above holidays shall be provided an employee subject to this Agreement, provided that he shall have served this probationary period, and was on the job and available for work his last full scheduled work day before and his first full scheduled work day after the holiday, though in different work

weeks, except in case of proven illness or injury and approved by his immediate supervisor.

C. If a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. If a holiday falls on a Sunday, it shall be celebrated on the following Monday.

D. If one (1) of the above holidays falls within an employee's vacation period, said day shall count as a holiday and not as a vacation day.

E. An additional holiday is to be the employee's birthday. If the employee's birthday falls on a Saturday or on a Sunday, Friday or Monday can be taken. The employee has the option of working on his birthday at their straight time rate if it does not fall on Saturday, Sunday or a holiday.

ARTICLE IX

BEREAVEMENT LEAVE

A. In the event of death in the employee subject to this Agreement's immediate family, they shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event to exceed four (4) work days.

B. Immediate family shall be defined to include mother, father, sister, brother, spouse, child and parent of spouse.

C. In the event of the death of a grandmother, grandfather or grandchild, the employee subject to this Agreement shall be entitled to the day of the funeral only without loss of pay.

D. Whenever an employee subject to this Agreement applies for bereavement leave under this Article, reasonable verification of the death may be required by the City.

E. An employee subject to this Agreement shall not be entitled to bereavement leave while on any leave without pay.

ARTICLE X

LEAVE OF ABSENCE

A. A leave of absence, for a period not to exceed six (6) months, without pay, may be granted to any permanent employee subject to this Agreement holding full-time employment with the City. Such leave shall be granted at the sole discretion of the appointing authority.

B. Any employee subject to this Agreement granted a leave of absence by the appointing authority shall not accumulate seniority while on leave of absence and shall have all fringe benefits discounted while on leave of absence except in the case of veterans as provided by law.

ARTICLE XI

HOURS

A. The normal work week shall consist of thirty-five (35) or forty (40) hours and the normal day shall consist of seven (7) or eight (8) continuous hours for all positions within each division of the City as follows:

<u>Department</u>	<u>Division</u>	<u>Work Hours</u>
Public Works	All divisions (except clerical)	40
Public Works	Clerical Staff	35
Finance	All Divisions	35
Administration	All Divisions	35
Office of Municipal Court		35
Office of Assessor		35
Housing/Community Development	All Divisions (except Inspectors)	35
Housing/Community Development	Inspectors	40
Public Safety	Police	35
Public Safety	Animal Control	40
Public Affairs	All Divisions (except Recreation Maint.)	35
Public Affairs	Recreation Maintenance	40

The determination for hours to be worked by new employees subject to this Agreement and/or new titles granted or assigned to employees subject to this Agreement shall be fixed by mutual agreement of the parties.

B. Employees working on a continuous operation, after completing ten (10) straight hours, shall be granted a sum of six dollars (\$6.00) for meals every ten (10) hours, provided they continue to work after the ten (10) hours.

C. The City shall post the normal starting and stopping times for each division. The City agrees that it shall not alter the starting and stopping time for any division, except in case of emergency, without prior notification to the IABCPW.

D. Employees shall receive two (2) ten (10) minute breaks; one to be taken in the morning and one taken in the afternoon. Breaks are not to be taken immediately preceding or after the following: beginning of work day; lunch; or end of work day.

ARTICLE XII

OVERTIME

A. Overtime at the rate of time and one-half (1-1/2) the employee's regular base rate of pay shall be paid when the employee is required to work in excess of his/her normal work week. All work performed in excess of seven (7) or eight (8) hours in one (1) day, shall be paid at the rate of one and one-half (1-1/2) times the employee's regular base rate of pay. All work performed in excess of twelve (12) continuous hours shall be paid at twice the employee's regular base rate of pay.

B. Authorized overtime is subject to approval of the employee's immediate supervisor after consultation with the respective Department Director.

C. Time and one-half (1-1/2) shall be paid for the sixth day worked when employees are called in to work on non-scheduled days. Double time shall be paid for the seventh day worked in the employee's normal work week. Double time and one-half (2-1/2) shall be paid for holidays worked. Employees who work on a holiday will receive one and one-half (1-1/2) the employee's regular base rate of pay in addition to the employee's straight time holiday pay.

D. Overtime time shall be distributed equally insofar as practicable, among the employees who are qualified and able to perform the required work, but shall be offered first to available personnel classified to do the particular work.

E. The immediate supervisor will attempt to give employees advance notice on all overtime work.

F. If the situation arises whereby the immediate supervisor cannot fill its active requirement after exhausting all of the procedures as herein agreed to and set forth, then the employees who are qualified and able to do the job with the least amount of logged overtime will be assigned to do the work.

G. Supervisors shall maintain and post the current list of qualified and able employees who have logged the lowest amount of overtime and those employees will be given preference for the overtime work. Any employee who refuses overtime assignments will be charged for the amount of hours offered.

H. If an employee is recalled to duty, either before the beginning or after the completion of his normal work day within any twenty-four (24) hour period, he shall receive a minimum guarantee of four (4) hours compensation at the overtime rate, so long as said recall is not contiguous with the employee's regularly scheduled work day.

I. Employees called in to work after completing their normal work week shall be guaranteed a minimum four (4) hours compensation at the overtime rate.

J. The City shall have the right to retain the employees on duty for the minimum time period.

K. Supervisors shall maintain and post on a monthly basis an overtime roster indicating the amount of overtime hours worked by each employee in that division.

L. Call-in time for court personnel subject to call-in shall be as follows:

1. Any calls from the close of the employee's work day to 11:00 p.m. shall be paid two (2) hours at the overtime rate of time and one-half (1 1/2).

2. Calls received from 11:00 p.m. to 7:00 a.m. will be paid at the rate of four (4) hours at the overtime rate.

3. In the event an officer brings a warrant, or otherwise, to the court personnel's home, the above rate will NOT apply. The rate of pay will be two (2) hours at the overtime rate.

4. From 7:00 a.m. until the start of the work day, the court person will receive two (2) hours pay at the overtime rate.

M. An employee may request overtime compensation in the form of compensatory time at the same rate as the rate of pay enumerated in Section A. It shall be in the sole discretion of the Business Administrator whether to grant compensatory time or to require the employee to accept overtime pay.

ARTICLE XIII

INJURY LEAVE

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform their duties, then, in addition to any sick leave benefits otherwise provided for herein, they may be entitled to full pay for a period of up to one (1) year.

2. If an employee returns to work from injury leave for less than one (1) year, they may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

3. When an employee returns from injury leave, they shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing reinjury or new injury.

B. 1. When an employee requests injury leave, they shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the City's Workmen's Compensation carrier, with the final determination, if necessary, to be made by the Workmen's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged

against their accumulated sick time and, if necessary, against any other accumulated leave time. If the employee does not have enough accumulated time off, they shall be advanced sick time to cover the absence. If the employee leaves the employ of the City prior to reimbursing the City for such advanced time, the employee shall be required to reimburse the City for such advanced time.

C. Any employee who is injured, whether slight or severe, while working, must make an immediate report within two (2) hours thereof to the immediate supervisor.

D. It is understood that the employee must file an injury report with the immediate supervisor so that the City may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

E. The employee shall be required to present evidence by a certificate of a physician designated by the City that they are unable to work, and the City may reasonably require the employee to present such certification from time to time.

F. If the City does not accept the certificate of the Physician designated by the insurance carrier, the City shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the City.

G. In the event the City appointed physician certifies that the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

H. If the City can prove that an employee has abused their privileges under this Article, the employee will be subject to disciplinary action by the City.

ARTICLE XIV

NON-DISCRIMINATION

A. There shall be no discrimination by the City or the IABCPW against employees subject to this Agreement on account of sex, age, nationality, race, religion, marital status, political status, or political affiliation.

B. There shall be no discrimination, interference, restraint, or coercion by the city or any of its representatives against any employee because of their membership or non-membership in the IABCPW, or because of any lawful activities by such employees subject to this Agreement on behalf of the IABCPW. IABCPW, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the IABCPW.

ARTICLE XV

SAFETY AND HEALTH

A. As practicable, the City shall attempt at all times to maintain safe and health working conditions.

B. The City will provide employees with wearing apparel, tools or devices reasonably necessary in order to insure their safety and health.

C. All employees shall abide all safety and health rules. Failure to abide by said rules shall be deemed just cause for disciplinary action up to and including termination.

D. The City and the IABCPW shall form a Safety Committee consisting of representatives of the City and IABCPW. It shall be their joint responsibility to investigate and correct the working conditions and to recommend corrective action concerning unsafe and unhealthy conditions. The Safety Committee shall meet, as necessary, to review conditions in general and make recommendations when appropriate. Representatives of the Safety Committee shall be permitted, upon prior authorization of their immediate supervisor, a reasonable opportunity to visit work locations throughout the City's facilities where employees subject to this Agreement perform their duties in order to investigate working conditions. These investigations shall take place during working hours with no loss of pay for periods not to exceed one (1) hour per month, unless additional time is authorized, unless additional time is authorized

by the Business Administrator. The IABCPW representatives on the Safety Committee shall include one (1) person from each of the following divisions or employment classifications.

1. Divisions of Administration and Maintenance, Streets and Roads, Public Buildings and Parks and Playgrounds (combined);
2. Division of Water Utility;
3. Division of Sewer and Drainage Utility; and
4. Administrator Support Staff.

E. Reports from employees regarding unsafe or health working conditions shall be made to their immediate supervisor and shall be promptly investigated. Any necessary corrective action shall be made as soon as practicable.

F. Employees shall not be required to work under unsafe or unhealthy working conditions. Under emergency circumstances, if the immediate supervisor, after consultation with the Safety Coordinator and/or the Business Administrator, determines that an unsafe or unhealthy working condition exists, employees shall not be required to work under those circumstances.

G. Any employee whose work is temporarily eliminated due to the foregoing may be assigned to other work within his Department and to any title provided that his pay rate is not reduced.

ARTICLE XVI

RULES AND REGULATIONS

The City agrees that it will not establish new work rules or regulations, or amend or modify existing work rules or regulations governing wages, hours, or working conditions without notification to the IABCPW.

ARTICLE XVII

QUALIFICATIONS OF EMPLOYMENT

A. No individual shall be hired by the city on a permanent basis in a recognized title until such individual has been certified by a physician and approved by the City as fully capable of performing all the duties required in the position for which he is hired. In the event work is begun before a physical can be obtained, continued employment is contingent upon the certification.

B. All employees subject to this Agreement must recognize that a condition and qualification of employment is the availability of all personnel in case of emergency such as snow removal or salting of City streets or other emergencies.

ARTICLE XVIII

GRIEVANCE AND ARBITRATION PROCEDURE

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

B. Nothing herein shall be construed as limiting the right of any employee subject to this Agreement having a grievance to discuss the matter informally with the employee subject to this Agreement's immediate supervisor.

C. With regard to employees subject to this Agreement, the term "grievance" as used herein means an appeal by individual employee subject to this Agreement, or the IABCPW on behalf of an individual employee subject to this Agreement or group of employees subject to this Agreement, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

D. No alleged 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. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operations of law, shall not be processed beyond Step One herein.

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

STEP ONE

The alleged aggrieved employee subject to this Agreement or the IABCPW shall institute action under the provisions hereof within ten (10) working days after the event giving rise to the grievance has occurred, or after the alleged aggrieved employee or the IABCPW reasonably should have known of its occurrence, and an earnest effort shall be made to settle the differences between the alleged aggrieved employee subject to this Agreement and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

STEP TWO

If Step One does not produce a mutually agreed to resolution within five (5) working days of the initial discussion with his immediate supervisor, the alleged aggrieved employee subject to this Agreement or the IABCPW may present the grievance in writing, upon a mutually agreed to form, within five (5) working days thereafter to the Department Director. The written grievance at Step Two shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of the contract violated, and the remedy requested by the alleged aggrieved

employee subject to this Agreement. The Department Director shall provide a written response within five (5) working days of the receipt of the written alleged grievance.

STEP THREE

If Step Two does not produce a mutually agreed to resolution, the alleged aggrieved employee subject to this Agreement or the IABCPW may present the alleged grievance in writing, upon a mutually agreed to form, within five (5) working days thereafter to the Business Administrator. The written grievance at Step Three shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of the contract violated, and the remedy requested by the alleged aggrieved employee subject to this Agreement. The Business Administrator shall give the employee subject to this Agreement the opportunity to be heard and will render a written decision within twenty (20) working days of the receipt of the written grievance.

STEP FOUR

If Step Three does not produce a mutually agreed to resolution, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the City and the IABCPW. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

F. Conditions of the arbitration process are understood as follows:

1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, 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 way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

3. The parties agree to submit only single issues to the arbitrator. An arbitrator shall not be permitted to decide multiple issues unless there has been mutual agreement in writing by the parties permitting same.

G. Upon prior notice to and authorization of the Business Administrator, the designated IABCPW representatives shall be permitted as members of the Grievance Committee to confer with employees subject to this Agreement and the City on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees subject to this Agreement, without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the specific division or require overtime to be performed by other employees of the City.

H. 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 disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to be denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the limits provided for processing the grievance at a step in the grievance procedure.

I. In the event that an alleged aggrieved employee subject to this Agreement elects to pursue remedies available through the New Jersey Department of Personnel, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) working days after the decision rendered by the Business Administrator on the grievance. In the event the alleged aggrieved employee subject to this Agreement pursues his remedies through the New Jersey Department of Personnel, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the alleged aggrieved employee subject to this Agreement or the IABCPW.

ARTICLE XIX

HOSPITALIZATION AND INSURANCE

A. If the State of New Jersey picks up all or a major part, of the cost for retired employees subject to this Agreement during any calendar year, the City will pick up the cost for its retired employees in the contract period in the same proportion.

B. There shall be no change in the group hospital medical plan or any type of insurance presently maintained and paid by the City on behalf of the employees except in the case of a new plan that it is the equivalent or better, except that effective as soon as possible after the signing of this Agreement, the Major Medical insurance limit shall be increased to one million dollars (\$1,000,000.00)..

C. 1. To the extent it is permissible under N.J.S.A. 40A:10-23, the City will pay health insurance premiums on retirement for employees subject to this Agreement who retire on a disability pension or after twenty-five (25) years of service with the City at any age, or after at least fifteen (15) years of service with the City at a minimum age of sixty-two (62) years old.

2. If an employee dies while employed by the City, their spouse shall be covered by the City's health insurance at the City's expense unless the spouse has other insurance coverage, until the spouse remarries, or until the spouse reaches 65 years of age.

D. The City will make application for enrollment of the employees subject to this Agreement in the New Jersey State Disability Plan.

E. The City reserves the right to change insurance carriers or institute a self-insurance plan so long as the benefits provided are equivalent or better.

F. If the employee is eligible for medical health insurance coverage under this Agreement and elects, in writing by November 1st for the upcoming year, not to take coverage because the employee is covered under a spouse's insurance plan then that employee shall receive a payment in December of each year in which he has refused the benefit. The employee must be employed no less than one (1) year to be eligible for this benefit. The amount of the annual payment shall be fifty percent (50%) of the annual premium of the category of benefits relinquished. The provisions of this Section F are subject to future legislation.

ARTICLE XX

PROTECTIVE EYE COVER

A. The City shall supply industrial type standard safety glasses and protective goggles, the cost of which will be borne by the City. Eligible for this service are those employees in all divisions of the Department of Public Works and/or any other employees who are exposed to hazardous working conditions. The City will replace an employee's glasses if the prescription changes, as mutually agreed to by the City and the Association, is great enough to warrant such change. The City will not replace an employee's glasses more than once every two (2) years.

B. Employees may obtain such safety glasses as are provided for above at either "The Spectacle Shoppe" located at 442 High Street, Burlington, New Jersey, or at any other optical shop which the City approves in advance.

ARTICLE XXI

ANNUAL VACATIONS

A. Permanent employees in the City service shall be entitled to the following annual vacations with pay:

Up to one (1) year of service	One (1) working day's vacation for each month of service
One (1) to five (5) years of service	Twelve (12) days
Five (5) to ten (10) years of service	Fifteen (15) days
Ten (10) to seventeen (17) years of service	Twenty (20) days
After seventeen (17) years of service	Twenty-six (26) days

The anniversary date begins the date of additional vacation, i.e., if July is the anniversary date in the (5th) year, until July the employees gets twelve (12) days, after July gets additional three (3) days, this affects the 5th, 10th and 17th years only.

B. An employee shall be entitled to carry over all or any portion of his annual vacation time into the following the year. However, vacation days may only be carried forward into the next succeeding year. Employees shall be entitled to vacation time compensation at retirement for their current year allocation on a pro-rated, monthly basis at the base rate of pay in the year the retirement occurs, plus up to one year's allotment of earned vacation time which was unused and carried forward from the prior year. Request to carry over vacation time in the year preceding retirement must be made in writing to the Business Administrator,

with a copy to the immediate supervisor, no later than November 1st of the year before retirement with all other annual vacation carry over approval being automatic at the conclusion of each fiscal year.

C. Provisional employees shall be entitled to one (1) working day's vacation for each month of service during such provisional full time employment.

D. Any employee who retires in the Public Employees' Retirement System, who is laid off or who is separated from the service of the City, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation. When an employee is discharged for just cause involving theft or reasons to withhold vacation payment, the employee and the IABCPW will be notified pending a hearing.

E. Each employee and his immediate supervisor shall be notified in writing on or before March 31st of each year of his sick and vacation entitlement.

ARTICLE XXII

SICK LEAVE

A. All employees shall be granted sick leave with pay of one (1) working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days in every calendar year thereafter.

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

C. Sick leave is hereby defined to mean absence from post or duty of an employee. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, exposure to contagious disease, or attendance upon a member of the employee's immediate family and seriously ill requiring the care of attendance of such employee.

D. Immediate family, for the purposes of the use of sick leave, shall mean mother, father, sister, brother, spouse, child and parent of spouse.

E. If an employee is absent for five (5) consecutive working days for any of the reasons set forth in Section C of this Article, the appointing authority shall require acceptable medical evidence in the form prescribed. The nature of the illness shall be stated on the treating physician's certificate unless it is confidential between the treating physician and employee. In this event, the treating physician must give a certificate to return to work.

F. Abuse of sick leave shall be cause for disciplinary action and may constitute justifiable cause for dismissal.

G. The City shall have the right to at any time require the employee seeking sick leave to submit acceptable evidence, whenever such requirement appears reasonable in accordance with relevant New Jersey statutes. If the sick leave is not approved, the time involved during which the employee was absent shall be charged to his vacation credit, if and otherwise, he will suffer loss of pay for such time.

H. In order to receive compensation while absent on sick leave, an employee shall report his absence prior to the start of his shift, except where emergent circumstances prevent the employee from doing so. In those instances, the employee shall report his absence to his immediate superior by telephone or personal message. Failure to so notify his immediate superior may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

I. Sick leave claimed by reason of quarantine or exposure to contagious disease must be approved on the certificate of the local Department of Health.

J. The total years of service after permanent appointment of each such employee shall be considered in computing accumulated sick leave due and available.

K. Absence without notification for five (5) consecutive days shall constitute a resignation from the employee.

L. An employee upon retirement under the new Jersey Public Employees Retirement system, who has accumulated sick leave will be entitled to one-half (1/2) day for each full day of accumulated sick leave. The total compensation for each employee subject to this Agreement shall not exceed six thousand dollars (\$6,000.00). The rate of pay received by the employee at the time of retirement will be used for his compensation. Employees who are fired or voluntarily leave the City will not be eligible for this compensation.

M. For illness of employees, except in the case of a bona fide emergency or for attendance at a medical appointment that could not be scheduled otherwise, sick leave will be charged on a minimum of one-half (1/2) day per occurrence basis.

N. Any employee who reports for work and then leaves claiming to be ill sometime during the date must notify his supervisor, acting supervisor or Department Director before leaving work.

ARTICLE XXIII

PERSONAL DAYS

A. One (1) day a year of leave may be used for personal, business, household or family matters described in this Section and shall be non-accumulative.

B. Business means an activity that requires the employee subject to this Agreement's presence during the work day and is of such a nature that it cannot be attended to at a time outside the work day.

C. Personal, household or family refers to matters when the employee subject to this Agreement's absence from duty is necessary for the welfare of the employee subject to this Agreement or is family.

D. Application in duplicate for a personal day containing the reasons for the leave must be submitted at least twenty-four (24) hours in advance. Emergency days may be granted at the sole discretion of the immediate supervisor for an unforeseen occurrence which necessitates the presence of the employee subject to this Agreement and for which the employee subject to this Agreement has no prior knowledge and is unable to resolve the situation outside the work day.

E. A personal day shall not be granted for a day preceding or following holidays or vacations.

ARTICLE XXIV

SENIORITY

A. Seniority is defined to mean the accumulated length of continuous service with a Department and shall be computed from the last date of an employee subject to this Agreement's length of service and shall not be reduced by the time lost to authorized leave of absence or absence for bona fide illness or injury certified by a treating physician not in excess of six (6) months. Seniority shall be lost and employment terminated if any of the following occur:

1. Discharge;
2. Resignation;
3. Failure to return promptly upon expiration of authorized leave;
4. Absence of five (5) consecutive working days without leave or notice;
5. Engaging in any other employment during a period of leave;
6. Absence for illness or injury for more than one (1) continuous year; and
7. Layoff for longer than six (6) consecutive months.

B. The list shall be initialed by the IABCPW and the City after it is posted. Said list shall be final and binding for a period of one (1) year.

C. If a question arises concerning two or more employees subject to this Agreement who are hired on the same date, preference shall be given in alphabetical order, etc.

D. The City shall maintain an accurate, up-to-date seniority roster showing each employee's date of permanent or provisional classification and pay rate, and shall furnish copies of same to the IABCPW upon request.

E. 1. Except where New Jersey statutes require otherwise, in all cases of demotion (non-disciplinary), layoff, recall or promotion, length of continuous service with the City shall be a factor to be considered. In each instance, a determining factor shall be prior job performance, ability and necessary qualifications to perform the particular job.

2. In preparing the final vacation schedules, the City shall endeavor to assign vacations on the basis of department seniority.

F. Except where New Jersey statutes require otherwise, in all cases of promotions, seniority shall be one (1) factor considered by the City in determining promotions.

ARTICLE XXV

DUES DEDUCTION AND AGENCY SHOP

A. The City agrees to deduct from the salaries of its employees dues for the IABCPW. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the IABCPW and verified by the Chief Financial Officer, during the month following the filing of such card with the City.

C. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the IABCPW shall furnish the City written notice twenty (20) days prior to the effective date of such change and shall furnish to the City either new authorizations from employees showing the authorized deduction for each employee or an official notification on the letterhead of the IABCPW and signed by the President of the IABCPW advising of such changed deduction.

D. The IABCPW will provide the necessary check-off authorization form and the IABCPW will secure the signatures of employees on the forms and delivery of the signed forms to the Chief Financial Officer.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Chief

Financial Officer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

F. The City agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the IABCPW and transmit the fee to the majority representative.

G. The deductions shall commence for each employee who elects not to become a member of the IABCPW on the first of the month following thirty (30) days written notice from the IABCPW of the amount of the fair share assessment. A copy of the written notice with the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission. The deduction shall commence for each new employee on the first month following sixty (60) days of employment.

H. The fair share fee for services rendered by the IABCPW shall be an amount equal to the regular membership dues, initiation fees and assessments of the IABCPW, less the cost of benefits financed through the dues and available only to employees who are unit members, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the IABCPW to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for employees advances in wages, hours, and other conditions of

employment which ordinarily cannot be secured through collective negotiations with the City.

J. Prior to January 1st and July 31st of each year, the IABCPW shall provide advance written notice to the New Jersey Public Employment Relations Commission, the City and to all employees the information necessary to compute the fair share fee for services enumerated above.

K. The IABCPW shall establish and maintain a procedure whereby any employee can challenge the assessment to compute the fair share fee for services enumerated above.

L. The IABCPW shall indemnify, defend and save the City 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 City in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the IABCPW to the City, or in reliance upon the official notification on the letterhead of the IABCPW and signed by the President of the IABCPW advising of such changed deduction.

ARTICLE XXVI

CLOTHING ALLOWANCE

A. The City agrees to continue furnishing clothing to employees subject to this Agreement eligible to receive such clothing. For the year 1992 and each alternate year thereafter, i.e., 1994, 1996, etc., the City shall furnish to each eligible employee subject to this Agreement the following:

1. Two (2) sets of winter wear shirts and trousers;
2. Two (2) sets of summer wear trousers;
3. Three (3) orange athletic high visibility tee shirts;
4. One (1) thermal-insulated hooded front-zippered high visibility sweatshirt; and
5. One (1) hooded front-zippered high visibility sweatshirt.

For the year 1993 and for each alternate year thereafter, i.e., 1995, 1997, etc., the City shall furnish to each eligible employee subject to this Agreement the following:

1. Two (2) sets of winter wear shirts and trousers;
2. Two (2) sets of summer wear shirts and trousers; and
3. One (1) winter parka outerwear jacket.

B. The City may, at its sole discretion, supply certain items indicated by purchase or through rental.

C. Florescent vest overlays will be made available for high duty in traffic areas. The City will also provide high visibility

lifting belts and safety vests which will be worn as required by the City.

D. The City will select the type of winter parka outerwear jackets.

E. The City will pay an allowance of sixty-five dollars (\$65.00) for safety shoes. The City shall provide a listing of the make and model shoes that qualify as approved safety shoes. Compensation under this allowance shall be made upon the employee subject to this Agreement's submission to their immediate supervisor a dated, proof-of-purchase receipt. Employees subject to this Agreement shall purchase the safety shoes during non-working hours.

F. The City reserves the right, if it maintains the purchase option, to require each employee subject to this Agreement to produce the most previous issued clothing items for the purpose of determining conditions and replacement necessity. The City may at its discretion require the employees subject to this Agreement to relinquish previously issued items when replacement is made.

ARTICLE XXVII

RETIREMENT

Revised Statute 43:15A-47b states that the members of Public Employees' Retirement System shall be retired by the City at age seventy (70) to ninety (90) days thereafter. If it is the desire of the immediate supervisor to recommend that the services be continued, a recommendation to waive should be presented to the appointing authority annually prior to the employee subject to this Agreement's birthday. The employee subject to this Agreement shall be required to undergo a physical supervised by a City designated physician at the City's expense. The parties recognize that if applicable federal law requires other than this Article provides, then that law shall control.

ARTICLE XXVIII

OUT OF TITLE PAY

A. An employee who performs work in a higher paid classification governed by this Agreement than their own for thirty (30) consecutive days or thirty (30) cumulative days in any one (1) calendar year, shall be paid the rate of the classification to which they have or had been temporarily assigned for all days of such temporary assignment unless separate provisions have been made under the terms of this Agreement.

B. An employee subject to this Agreement who performs work in a higher paid classification governed by this Agreement than their own for four (4) hours or more per day shall be paid the rate of the classification to which they have been temporarily assigned unless separate provisions have been made under the terms of this Agreement.

ARTICLE XXIX

MUTUAL COOPERATION PLEDGE

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

B. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any employees shall entitle the City to invoke any legal action it deems appropriate.

C. The IABCPW agrees that it will make every reasonable effort to prevent employees from participating in any strike, work stoppage, slowdown, or other activity aforementioned, or support any such action by any other employee or group of employees of the City, and that the IABCPW will publicly disavow such action and order all such employees 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 IABCPW order. Nothing herein

shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.

D. Nothing contained in this Agreement shall be construed to limit or restrict the City 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 a breach by the IABCPW or its employees subject to this Agreement.

E. The City agrees that it shall not lock out employees.

ARTICLE XXX

JOB POSTING

A. All new positions or job vacancies subject to this Agreement shall be posted in all departments of the City for at least ten (10) days prior to the filling of said positions by the City.

ARTICLE XXXI

SAVINGS BONDS

A. All employees subject to this Agreement will be entitled to purchase savings bonds through a payroll deduction with the City.

ARTICLE XXXII

LABOR-MANAGEMENT LIAISON COMMITTEE

A. The City and the IABCPW agree to establish a "Labor-Management Liaison Committee".

B. The IABCPW shall be entitled to assign no more than two (2) employees subject to this Agreement to the Committee.

C. The Committee will meet at mutually agreed upon times to discuss work related problems.

D. At least three (3) working days prior to the scheduled meeting, the IABCPW members of the Committee shall submit an agenda to the Business Administrator outlining the issues to be discussed.

E. It is understood that any discussion and/or recommendation of the Committee is non-binding on an party or individual and is solely advisory.

ARTICLE XXXIII

SEPARABILITY AND SAVINGS

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 of any clause or clauses shall be finally determined to be in violation of any law, then such event, such clause or clauses, only to the extent that any may be so 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 provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

ARTICLE XXXIV

FULLY-BARGAINED AGREEMENT

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

ARTICLE XXXV

DURATION OF AGREEMENT

A. **THIS AGREEMENT** shall be effective as of January 1, 1995, and shall remain in full force and effect until December 31, 1997. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other, in writing, ninety (90) days prior to the expiration date, that it desires to modify this Agreement. In the event that such notice is given, negotiation shall begin not later than one hundred twenty (12) days prior to the expiration day; and this Agreement shall remain in full force and effect during period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

B. In that event that either party desires to terminate the Agreement, written notice must be given to the other party, not less than thirty (30) days prior to the desired termination date; which shall not be before the expiration date set forth in the preceding paragraph.

CITY OF BURLINGTON

**INDEPENDENT ASSOCIATION OF
BURLINGTON CITY PUBLIC WORKERS**