

**AGREEMENT**

**Between**

**BOROUGH OF LINDENWOLD**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1360**

**January 1, 2013- December 31, 2017**

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THIS AGREEMENT dated and effective this 1st day of **January, 2013** by and between the **BOROUGH OF LINDENWOLD**, hereinafter called the **EMPLOYER**, and **LOCAL 1360, UNITED FOOD AND COMMERCIAL WORKERS UNION**, hereinafter called the **UNION**.

WHEREAS, the parties have been negotiating with respect to the terms and conditions of employment and, as a result, mutually satisfactory and acceptable understandings have been reached, which in the interest of maintaining satisfactory and harmonious industrial relations, the parties desire to set forth in writing.

NOW, THEREFORE, BE IT KNOWN that in consideration of the covenants, terms and conditions herein contained, the Union and the Employer agree as follows:

**ARTICLE I**  
**RECOGNITION**

A. The Employer recognizes and acknowledges the Union as the designated and selected representative of the employees set forth below for the purpose of collective bargaining and as their sole collective bargaining agency in respect to the rates of pay, wages, hours of work and all other conditions of employment and for the purpose of entering into understandings and agreements.

UNIT -All full-time non-supervisory white collar employees employed by the Borough of Lindenwold excluding police, supervisors, managerial executives, confidential employees, craft employees, professionals and employees of the Department of Highways employed by the Borough of Lindenwold.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

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

B. The Employer has the sole right to hire, lay off, transfer and promote employees and for proper cause to demote, suspend or discharge employees; the Employer has the exclusive right to control volume of production, scheduling of operations, the right to determine the size and composition of the working force, the right to study and/or introduce new or improved methods or facilities, the right to determine what work will be performed by outside contractors, and the right to establish and maintain reasonable rules and regulations governing the operation of the Borough, a violation of which shall be among the causes for disciplinary action. These rights shall be exercised with due regard to the legal rights of the employees, and further the Employer shall not exercise these rights in violation of the specific provisions of this Agreement. Reasonable use of the rights herein set forth respecting demotion and promulgation of rules shall be subject to the grievance and arbitration procedure.

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

### **ARTICLE III**

#### **AMENDMENTS**

A. This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Any such amendments agreed upon shall be reduced to writing, signed by the parties hereto and approved by the International Office of the Union in the same manner as this Agreement.

### **ARTICLE IV**

#### **CHECK-OFF AUTHORIZATION**

A. The Employer shall collect through payroll deduction in the amount certified by the Secretary-Treasurer of the Union, regular union membership dues or the amount required under the Agency Shop Provision of Article V, as well as Credit Union and PAC deductions, in accordance with an authorization signed by the employee and shall pay over to the Union

monthly the total amount of monies thus deducted. Employee authorization for such deduction shall be executed on a payroll deduction form.

B. Deductions for such amounts shall be made from the wages paid to employees each payroll month. When sufficient pay is not available in any payroll month, they shall be deducted when pay is sufficient in any succeeding payroll month.

C. The Employer shall furnish the Union monthly a record of the total amounts deducted together with an alphabetical duplicate listing of the names and addresses of the employees from whose pay deductions were made.

## ARTICLE V

### AGENCY SHOP PROVISION

A. During the term of this agreement, all non-member employees in the collective bargaining unit represented by the Union shall be required to pay the Union a representation fee in lieu of dues for services rendered by the Union. The representation fee shall be the maximum amount authorized by law. Once a month the Union shall submit to the Employer a list of those employees which it claims are non-members of the Union and the amount of dues claimed for each person and give notice to each employee named thereon that the claimed representation fee will be deducted from the employee's pay. Within thirty (30) days after receipt of said list, the Employer will begin deduction of the claimed representation fee from the pay thereafter due to the employees named on the list, in equal installments, and will transmit the amount so deducted to the Union all in the same manner as membership dues deductions for Union members are customarily handled.

B. It is understood and agreed that the Employer shall have no duty or responsibility to determine membership or non-membership of any employee in the Union or to verify the accuracy of any claim for representation fee submitted by the Union. In consideration of the Employer making the deductions herein provided for, the Union hereby indemnifies and saves the Employer harmless from and against any and all claims, demands, proceedings, actions, suits, damages, costs and fees and all forms of liability to any employee or otherwise

that arise out of or by reason of action taken by the Employer pursuant to the provisions of this Article.

#### ARTICLE VI

#### NON-BARGAINING UNIT EMPLOYEES

A. A non-bargaining unit employee shall not perform any bargaining unit work except in cases of instruction, absenteeism or emergency.

#### ARTICLE VII

#### UNION REPRESENTATION

A. Local 1360 will notify the Employer in writing of the names of its employees who are designated to represent employees under the grievance procedure. Employees so designated by the Local Union will be permitted to confer with other representatives, employees and with Employer representatives regarding matters of employee representation during working hours without loss of pay, provided permission is first obtained from the Borough Administration, which permission shall not be unreasonably refused.

B. Agents of the Union who are not employees of the Employer will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters so long as such right is reasonably exercised and there is no undue interference with work progress, and provided that they make their presence known to the Borough Administration immediately upon arriving at the Employer's premises. The Local Union must notify the Employer of the names of the representatives. No more than one agent is to be designated for each facility during working hours to discuss Union matters with employees at their work station unless they first receive permission from the Employer or his agent.

C. When an agent of the Local Union is scheduled by either of the parties hereto to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay or be charged for sick leave. In the application of the foregoing, it will be limited to the use of two (2) employees for grievance, conferences or meetings and five (5) persons for negotiations.

**ARTICLE VIII**  
**NOTICES TO UNION**

A. Within ten (10) days from the signing of this Agreement, the Employer shall provide the Union with a list of employees specifying their birth date, identification number (if any), seniority date, job title, job level and rate of pay. On an ongoing basis, thereafter, the Employer shall provide the Union with a notice of any permanent change in any part of that list within ten (10) working days of the effective date of the change.

B. The Employer shall give written notification to the Union when an employee is being suspended or terminated. The notification shall be submitted to the Union at the same time written notice is given to the affected employee and shall indicate the extent and reason for disciplinary action.

**ARTICLE IX**  
**NO STRIKES-NO LOCKOUTS**

A. There shall be no strikes, work stoppages or any other concerted activity which is designated to withhold the services of the negotiating unit members from the Employer, nor shall the Employer lockout the members of the negotiating unit

**ARTICLE X**  
**GRIEVANCE PROCEDURE**

A. A grievance shall be defined as a disagreement or dispute between the Employer and an employee as to the meaning, interpretation or application of a specific provision of this Agreement.

B. Should any grievance arise, it shall be processed in the following manner:

Step 1: The employee shall present the grievance in writing to his immediate supervisor within five (5) working days after the occurrence of the grievance. The immediate supervisor shall review the grievance with the employee and the Local Union representative within three (3) working days thereafter and shall advise the employee and the Union representative of his/her answer within three (3) working days following said meeting.

Step 2: If the grievance is not resolved as a result of Step 1, the employee may submit the matter to the Director of Personnel within two (2) working days following receipt of the immediate supervisor's response. The Director of Personnel shall, within three (3) working days following receipt of the grievance by him, meet with the employee and the Local Union representative shall provide a written response within three (3) working days after said meeting.

Step 3: If the grievance is not resolved in Step 2, then the employee may, within three (3) working days following receipt of the Director of Personnel's response, refer the matter to Borough Council. Within fifteen (15) days after referral to Borough Council, said Council or a committee therefrom, shall meet with the employee and the representative of the Union and shall provide a written response within fifteen (15) days following said meeting.

Step 4: In the event no satisfactory settlement of the issue is reached in Step 3, the matter may be submitted to binding arbitration within ten (10) working days thereafter.

(a) The cost, fees and expense for having a grievance arbitrated shall be shared equally by Local 1360 and the Employer. It is agreed that any arbitrator appointed pursuant to this Agreement may not, in any way, alter the provisions of this Agreement. Furthermore, the right to request arbitration shall be limited to the parties to this Agreement.

(b) The arbitrator shall render his decision within thirty (30) days after the close of the arbitration hearing.

(c) In the event that the arbitrator's award includes retroactive pay to the aggrieved employee(s), it is agreed that the wages the employee(s) may have earned elsewhere during the period covered by the award shall be deducted from same.

C. Failure of the employee to present the grievance at the first step within the time limits set forth or to move a grievance from any step to another within the time limits provided shall be conclusively deemed to be an abandonment of said grievance and the Employer's last position shall control.



D. In the event that the Employer does not respond within the time periods required, the grievance shall be deemed to have been resolved in favor of the grievant.

E. This grievance procedure shall not apply to any matter for which New Jersey Civil Service provides a review process, including disciplinary matters.

## **ARTICLE XI**

### **SENIORITY**

A. Seniority is defined as an employee's total continuous length of service with the Employer beginning with his original date of hire, except in cases of discharge and voluntary termination.

B. An employee having broken service with the Employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the Employer.

C. If a question arises concerning two or more employees prior to the effective date of this Agreement; seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records, first named first preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name.

D. If a vacancy shall occur and the Employer desires to fill it in any job classification, the Administration shall post a notice of such vacancy and the necessary qualifications to fill the same for a period of five (5) working days during which time any qualified employee may submit a written bid for such vacancy.

## **ARTICLE XII**

### **LAYOFFS**

A. In the event that the Employer shall desire to reduce the staff, he shall notify the Union of this intent. Thereafter, the reduction of staff shall be accomplished in reverse order of seniority irrespective of department. An employee with the greatest amount of seniority shall be given preference provided he/she can perform the work involved. Personnel who are

permanently laid off shall be given at least five (5) working days notice or pay in lieu of notice, as well as unused vacation credits accrued prior to such layoff. Permanent layoff shall be considered in excess of one (1) month.

### ARTICLE XIII

#### RATE OF PAY

A. The pay scales for all employees covered by this Agreement shall be set forth in the schedule attached as Exhibits A. Employees hired on or after March 17, 2011 will start at ninety percent (90%) of the established contract rate.

B. The salary authorized under this Agreement shall be interpreted as exclusive of any longevity pay, authorized pursuant to statute.

C. Any employee required by the employer to work the 2nd and/or 4th Tuesday evening (w) of the month, or to return for Night Court, Planning, Zoning, Rent Control or Library Board meetings shall be compensated in accordance with either of the following:

1. The employee will be paid at time and one half (1-1/2) his/her regular hourly rate for each evening hour worked, or

2. The employee will receive compensatory time at the rate of time and one half (1-1/2) his/her regular hourly rate for each evening hour worked.

D. Pursuant to paragraph C above, each employee must elect on or about January 1 of each calendar year whether he/she shall receive pay or compensatory time. This election shall remain in effect for a period of three (3) months.

1. If compensatory time is elected, said time must be taken within ninety (90) days or it will be lost, unless the Employer was responsible for the delay.

### ARTICLE XIV

#### CALL IN PAY

A. When an employee is called in from home for work after the termination of his regular shift, he/she shall receive compensatory time equal to the time worked during the call in period, but in no event less than two (2) hours compensatory time.

B. The taking of compensatory time to the extent possible shall be scheduled mutually by the Borough and the employee.

#### **ARTICLE XV**

#### **WORK WEEK**

A. The regularly scheduled work week shall consist of five (5) consecutive days - Monday through Friday -- inclusive.

#### **ARTICLE XVI**

#### **STARTING TIME, QUITTING TIME**

A. The regular starting or quitting time of work shifts will not be changed without reasonable notice to the affected employees and without first having discussed such changes and the needs for same with the United Food and Commercial Workers Union, Local 1360.

#### **ARTICLE XVII**

#### **WORK DAY**

A. The regular work hours shall consist of the hours from 9:00 a.m. to 4:00 p.m. with one (1) hour for the luncheon period for all employees hired prior to February 16, 1999.

B. The regular work hours shall consist of the hours of 8:30 a.m. to 4:30 p.m. with one (1) hour for the luncheon period of all employees hired after February 16, 1999.

#### **ARTICLE XVIII**

#### **HOLIDAYS**

A. The following national holidays are recognized as paid holidays when celebrated as holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Washington's Birthday
4. Lincoln's Birthday
5. Good Friday
6. Memorial Day
7. Fourth of July
8. Labor Day
9. Columbus Day

- 10. General Election Day
- 11. Veterans Day
- 12. Thanksgiving Day
- 13. Day after Thanksgiving Day
- 14. Christmas Day
- 15. One (1) Personal Holiday

B. Holidays which fall on Saturday shall be celebrated on the preceding Friday.

Holidays which fall on a Sunday shall be celebrated on the following Monday.

C. When the Borough Council, Governor of the State of New Jersey, or the President of the United States declares a holiday, it shall be treated as an additional holiday under this Agreement.

D. In order to be eligible for holiday pay, the employee must work the last scheduled work day before and the first scheduled work day after the holiday unless absent for verifiable illness.

## ARTICLE XIX

### VACATIONS

A. All full-time employees in the Employer's service shall be entitled to the following annual vacation with Pay:

<u>Years of Service</u>	<u>Vacation</u>
Date of employment to 1 year	1 day per month
1 year to 5 years	12 days per year
6 years to 10 years	15 days per year
11 years to 15 years	18 days per year
16 years to 20 years	21 days per year
20 years and over	26 days per year

1. Any employee with less than one (1) year of service shall not take any vacation days accrued until at least six (6) months of service has passed.

B. When in a calendar year the vacation leave or any part thereof is not used, such vacation periods shall be accumulated for the following year only.

C. Vacations shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at a given time, the employee with the greatest seniority (as it relates to total years of service with the Employer) shall be given his/her choice of vacation periods.

D. If a holiday occurs during the work week in which vacation is taken by an employee, the day shall not be charged to annual leave.

E. An employee who becomes ill during his/her vacation will not be charged vacation leave but rather sick leave for the period of illness provided he/she furnishes satisfactory proof of such illness to the Employer upon his/her return to work.

F. Upon separation from employment for any reason, an employee shall receive payment for all vested but unused vacation entitlement.

G. Employees shall accrue vacation days on a monthly basis but shall be allowed to use any annual allotment at the employee's discretion subject to this Agreement and the policies of the Borough. In the event of retirement or termination, the employee shall be entitled to compensation for vacation days as accrued at the time of retirement or termination. No vacation days shall accrue during any disability period while collecting any State disability.

## **ARTICLE XX**

### **LONGEVITY**

The Employer agrees to roll longevity percentage into an employee's base pay. The employee will be eligible for the percentage they were due on their anniversary in year 2013. This will be effective on January 1, 2013. New employees shall not be entitled to longevity pay.

Note: Exhibit A (below) shall reflect two salaries for the year 2013, which will include the 2.5% increase retroactive to January 1, 2013, and the 2<sup>nd</sup> salary to reflect the longevity increases to base salaries on the employee's anniversary dates. Subsequent to longevity being rolled into the base salaries, it shall not be paid going forward.

## ARTICLE XXI

### PERSONNEL PRACTICES

A. Any employee whose job performance or conduct becomes subject to evaluation shall have the right to a conference to review such evaluation. Evaluation of any employee shall be signed by the employee. Such signature shall signify only that the evaluation has been reviewed with the employee and shall not indicate concurrence in the content of the evaluation.

## ARTICLE XXII

### PERSONNEL FILE

A. Employees may inspect the contents of their personnel file under the following terms and conditions:

1. They must make an appointment with the Director of Personnel or her designee.
2. Nothing may be removed from the file.
3. Nothing may be written by the employee on any papers in the file.
4. The review must be conducted within the presence of a representative of the Employer.
5. The employee, if he or she so requests, will be accompanied by a Union representative.
6. Employee may photo his file and initial its contents. Employee requests for copies shall be limited to one request per year.

## ARTICLE XXIII

### MILITARY LEAVE OF ABSENCE

A. A permanent employee who enters upon active duty with the military or naval service in time of war or emergency shall be granted a leave of absence for a period of such service and three (3) months hereafter and as further prescribed in Rule 4:1-17.3 of Civil Service Rules and Regulations.

**ARTICLE XXIV**  
**LEAVE OF ABSENCE**

A. Leave of absence for employees shall be granted as provided in Civil Service Statutes and Rules and Regulations pursuant to N.J.A.C. 4:1-17.2 except as otherwise set forth herein.

**ARTICLE XXV**  
**EMERGENCY AND SPECIAL LEAVE**

A. An employee shall be given time off without loss of pay when:

1. Performing jury duty.

(a) The employee shall serve without loss pay and shall turn over to the Employer the payment received for said duty.

2. Subpoenaed to appear as a witness and not a party before the court, legislative committee or judicial or quasi-judicial body.

3. Performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President.

4. No pay shall be made by the Employer in regard to any appearance on the employee's own behalf in respect to disputes between the Employer and the employee under Civil Service Law.

5. If a state of emergency covering Lindenwold is declared by the Governor of New Jersey, due to inclement weather or other emergency which is expected to cause imminently hazardous travel conditions, employees shall be excused from work without loss of pay. In all other cases of adverse weather or other emergency, the Borough may, at its' discretion, excuse the employees from work without loss of pay.

**ARTICLE XXVI**  
**CONVENTIONS**

A. Pursuant to N.J.A.C. 4:1-17.4, any employee who is a duly authorized representative of any of the organizations listed in N.J.S.A. 38:23-2 and any amendment thereto

shall be granted a leave of absence with pay for an aggregate period not to exceed five (5) days in any calendar year for the purpose of traveling to and from and attending any state or national convention of said organization.

B. The Employer shall, at its expense, provide for registration and a room for those employees attending the annual convention of the New Jersey League of Municipalities. The Employer may require up to four (4) persons to a room. In addition, at least three (3) employees may be required to report for work in order that coverage in the Municipal Building is provided.

## ARTICLE XXVII

### BEREAVEMENT LEAVE

A. A leave of absence with pay up to five (5) days shall be granted an employee desiring such leave because of death in the immediate family as herein defined:

1. Mother, Father, Stepmother or Stepfather
2. Spouse.
3. Children, Stepchildren or foster children

B. A leave of absence with pay up to three (3) days shall be granted an employee desiring such leave because of death in the immediate family as herein defined:

1. Mother-in-law or Father-in-law.
2. Brother, sister, stepbrother or stepsister
3. Brother-in-law or sister-in-law.
4. It shall also include relatives of the employee residing in the employee's household.
5. Grandparents and Step grandparents
6. Grandchild

C. Upon recommendation of the department head, a reasonable extension of time beyond three (3) days may be allowed by the Administration where circumstances justify such action.



D. One (1) day leave shall be granted on the day of the burial of an aunt, uncle, first cousin, niece or nephew with the proper documentation.

#### **ARTICLE XXVIII**

#### **MATERNITY LEAVE**

A. Employees shall be eligible for maternity leave.

B. All permanent employees of the Employer who become pregnant shall be granted childbirth (maternity) leave and all provisional employees who become pregnant may be granted childbirth (maternity) leave upon request as follows:

1. An employee shall submit written notification to her immediate supervisor stating the anticipated duration of the leave of absence at least four (4) weeks in advance, if circumstances permit. Such leave shall be granted for a period of time not to exceed six (6) months. Upon the request of the employee and at the discretion of the Employer, maternity leaves may be extended or renewed for a period not to exceed twelve (12) months.

C. In no case shall the employee be required to leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position. Such determination shall be made by her physician.

D. Every employee has the right to return to the same position in the same classification she held before going on maternity leave.

E. An employee who is on maternity leave without pay is entitled to use accrued sick leave for the period that she is disabled as certified by a physician, and all accrued annual leave. All other periods of leave related to maternity leave shall be leave without pay. Unused sick and vacation leave shall be carried over until her return. An employee shall not earn annual sick leave or accrue seniority while she is on maternity leave without pay.

#### **ARTICLE XXIX**

#### **EDUCATIONAL LEAVE**

A. The Employer may grant an employee educational leave. The purpose of such leave is to permit an employee to pursue special work or training related to his employment and

which will improve his competence and capacity in the service. Such training must be of direct value to the Employer and limited to providing knowledge or skills which cannot be provided through available in-service training. Cost of such training to be borne by the Employer. The Employer will also pay the employee his regular salary during such leave if the training occurs during working hours. The granting of such leave is solely within the discretion of the Employer.

#### ARTICLE XXX

#### WHEN RETURNING FROM LEAVE OF ABSENCE

A. Employees returning from authorized leave of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay with no loss of seniority or other employee's rights, privileges or benefits which existed at the time when the leave commenced.

#### ARTICLE XXXI

#### SICK LEAVE - PAY ALLOWANCE

A. Permanent employees in the Employer's service shall be entitled the following sick leave of absence with pay:

1. One and one-fourth (1-1/4) working days sick leave with pay for each month of service from the date of permanent appointment up to and including December 31st next following such date of appointment and fifteen (15) days sick leave with pay for each calendar year thereafter. If any employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year and he shall be entitled to such accumulated sick leave with pay if and when needed. Sick leave for the purpose herein is defined to mean absence of any employee from duty because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his/her immediate family critically ill and requiring the presence of such employee.

- (a) "Immediate family" is defined as mother, father, step-mother, step-father, spouse, child, step-child, foster child, mother-in-law, father-in-law, grandchild, sister, brother, grandmother, grandfather or relative of the employee residing in the employee's household.

B. Following the end of each calendar year, the Employer shall provide each employee with a total of his/her accumulated sick leave, with a copy to the Union.

C. Unused sick days shall be sold back to the Employer under the following conditions.

1. Upon service or disability retirement under the New Jersey Public Employees' Pension Fund.

2. At least 15 years of employment if the retirement is for service rather than disability.

3. Effective December 31, 2001, each unused day will be valued at fifty-percent (50%) of the employee's pay rate.

4. Effective January 1, 2002, each employee who has a minimum sick time bank of thirty (30) days may sell back to the Borough up to fifteen (15) days per year at full rate per day. The maximum allowable sick leave payout shall not exceed ten-thousand dollars (\$15,000.00) in any circumstance.

(a) Any sick days not used or sold back to the Borough may be accumulated from year to year.

(b) Employees shall submit to the Borough a request in writing by November 1st of each year, as to the number of days the employee wishes to sell back to the Borough. Payment for any unused sick days sold to the Borough will be made no later than the 1st pay period in December.

D. Upon an employee's death, the above entitlement shall be paid to his beneficiary.

E. Employees shall accrue sick days on a monthly basis but shall be allowed to

use any annual allotment at the employees' discretion subject to this Agreement and the policies of the Borough. In the event of retirement or termination, the employee shall be entitled to compensation for sick days as accrued at the time of retirement or termination. No sick days shall accrue during any State disability period.

#### ARTICLE XXXII

#### SICK LEAVE CERTIFICATE

A. If any employee is absent for three (3) consecutive working days, or in cases where a pattern of abuse appears, the Mayor and Council may require acceptable evidence in writing from a physician of the reasons for the absence. The nature of the illness and the length of time the employee will be absent shall be stated on the doctor's certificate.

#### ARTICLE XXXIII

#### NOTIFICATION OF ILLNESS

A. An employee who does not expect to report for work on any working day because of personal illness, or for any of the reasons included in the definition of sick leave herein above set forth, shall notify the office as soon as practicable.

#### ARTICLE XXXIV

#### QUARANTINE OR EXPOSURE

A. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certification of the local health department.

#### ARTICLE XXXV

#### MEDICAL INSURANCE

A. The Employer shall maintain the following medical insurance coverage in effect with this bargaining unit, at the Employer's expense at the current Law co-pays:

New Jersey State Health Benefit Plan (NJSHBP)

Medical

Prescription

Dental Care with Delta Dental

B. Where an employee provides evidence of similar coverage, from a separate source, the Township agrees to reimburse employee 25% of the cost of the employee's coverage in lieu of providing same.

C. Any employee with a continuous employment of six (6) months who is absent on account of ill health, shall have their position held for a period of six (6) months from the date of absence. The Borough will continue to pay medical benefits for up to six (6) months of said leave.

D. The Employer will provide retiree medical benefits under the following conditions:

After twenty (20) years of service	1 year entitlement
After twenty-five (25) years of service	2 year entitlement
After thirty (30) years of service	3 year entitlement

E. For the duration of the contract medical premium sharing shall remain at one and one-half percent (1.5%) of salary.

F. Benefits shall remain the same for the duration of the contract.

#### **ARTICLE XXXVI**

#### **PENSION AND LIFE INSURANCE**

A. The pension and life insurance plans shall be in accordance with the requirements of New Jersey law.

#### **ARTICLE XXXVII**

#### **WORKERS' COMPENSATION**

A. For all employees covered by this Agreement, the Employer shall carry workers' compensation insurance, social security and other protective insurance as may be required by law, both federal and state.

B. An employee who is temporarily unable to work as a result of an injury or illness arising out of and in the course of employment shall continue to receive his regular pay from the Employer for a period not to exceed 12 months from the date of the accident or onset of

illness. Workers' Compensation payments for temporary disability shall be turned over to the Borough during that period.

#### **ARTICLE XXXVIII**

##### **MILEAGE**

A. Employees required to travel in the pursuit of proper and necessary Employer business and are required to use their personal vehicles shall be reimbursed at twenty cents (\$.20) per mile plus out-of-pocket expenses.

#### **ARTICLE XXXIX**

##### **CLOTHING ALLOWANCE**

A. Those employees who as a requisite of employment are required by their Employer to wear uniforms shall receive a \$350.00 cash allowance each year from the Employer.

#### **ARTICLE XL**

##### **BULLETIN BOARD**

A. The Employer shall provide a bulletin board situated in a conspicuous area for the employees benefit, along with a suitably clean area to partake in lunch.

#### **ARTICLE XLI**

##### **SAFETY AND HEALTH**

A. The Employer and the employees shall cooperate to maintain safe and healthful working conditions. Any condition which is believed to be unsafe and unhealthful shall be brought to the Employer's attention and the matter reviewed.

B. No employee will be required to enter or remain in the building alone.

#### **ARTICLE XLII**

##### **NON-DISCRIMINATION**

A. The Employer agrees that the provisions of this Agreement shall apply equally to all employees and that there shall be no intimidation, interference or discrimination because of age, sex, marital status, race, color or creed, national origin, union activity or political affiliation/activity which is permissible under law.

B. References to the masculine tense shall include the feminine tense as well.

**ARTICLE XLIII**

**TERMINATION**

This Agreement shall become effective this first day of January, 2013 and shall remain in full force and effect to midnight December 31, 2017, and from year to year thereafter unless modified or terminated in the manner provided for in this Agreement. Either party seeking to change or terminate this Agreement must send written notice to the other party on or before sixty (60) days prior to the expiration of this Agreement.

The parties hereto have executed this Agreement this

11<sup>th</sup> day of JULY, 2014.  
BOROUGH OF LINDENWOLD

UNITED FOOD & COMMERCIAL  
WORKERS UNION, LOCAL 1360

Kenneth E. Boehmer

[Signature]

[Signature]

7-11-14

EXHIBIT A - SALARIES

The following positions are to be eliminated from the contract. Should the Borough see need to replace these positions or titles then it is agreed the Borough and the Union will negotiate over wages, hours, benefits and working conditions.

- Director of Welfare
- Municipal Court Administrator
- Library Director
- Police Records Clerk Stenographer
- Police Records Clerk Typist 1
- Assistant Municipal Treasurer

Wage Increases:

	1/1/13	1/1/14	1/1/15	1/1/16	1/1/17
	2.5%	2%	2%	2%	2%

Wages for employees hired before January 1, 2013:

EFFECTIVE	2.5% 2013	2% 2014	2% 2015	2% 2016	2% 2017
POSITION					
Deputy Tax Collector I	\$49,789	\$50,784	\$51,800	\$52,836	\$53,893
Deputy Tax Collector II	\$48,359	\$49,796	\$50,792	\$51,808	\$52,844
Effective 9/20/13 (1)	\$48,820				
Asst Municipal Tax Collector	\$40,732	\$41,547	\$42,378	\$43,225	\$44,090
Clerk Typist (Violations)	\$32,176	\$35,880	\$36,597	\$37,329	\$38,076
Clerk (Code Enforcement) I	\$37,287	\$38,032	\$38,793	\$39,569	\$40,360
Clerk (Code Enforcement) II	\$35,176	\$36,956	\$37,695	\$38,449	\$39,218
Effective 12/20/13 (1)	\$36,231				
Library Clerk I	\$42,380	\$43,228	\$44,093	\$44,974	\$45,874
Library Clerk II	\$35,176	\$35,880	\$36,597	\$37,329	\$38,076
Clerk Typist (Planning, Zoning)	\$36,231	\$36,956	\$37,695	\$38,449	\$39,218
Clerk Typist (Public Works)	\$37,287	\$38,032	\$38,793	\$39,569	\$40,360
Police Records Clerk					



Typist II	\$36,583	\$37,674	\$38,427	\$39,196	\$39,979
Effective 6/20/13 (1)	\$36,935				

Wages for all employees hired on or after January 1, 2013:

EFFECTIVE	2013	2014	2015	2016	2017
Deputy Tax Collector I	\$44,810	\$45,706	\$46,620	\$47,552	\$48,503
Deputy Tax Collector II	\$41,451	\$42,280	\$43,125	\$43,988	\$44,868
Assistant Municipal Tax Collector	\$36,659	\$37,392	\$38,140	\$38,903	\$39,681
Clerk Typist Violations	\$31,658	\$32,292	\$32,937	\$33,596	\$34,268
Clerk Code Enforcement	\$31,658	\$32,292	\$32,937	\$33,596	\$34,268
Library Clerk	\$31,658	\$32,292	\$32,937	\$33,596	\$34,268
Clerk Typist Planning Zone Board & MDRC Board	\$31,658	\$32,292	\$32,937	\$33,596	\$34,268
Clerk Typist Public Works	\$31,658	\$32,292	\$32,937	\$33,596	\$34,268
Police Works Clerk Typist II	\$31,658	\$32,292	\$32,937	\$33,596	\$34,268
Clerk Typist	\$31,658	\$32,292	\$32,937	\$33,596	\$34,268

## Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2013 thru 12/31/2017.

Employer: Borough of Lindenwold

County: Camden

Date: 7/22/2014

Name: Deborah Jackson  
Print Name

Title: Borough Clerk

  
Signature