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# **LABOR AGREEMENT**

**BOROUGH OF BUTLER**

**AND**

**BUTLER BLUE COLLAR WORKMAN'S ASSOCIATION**

**TERM: JANUARY 1, 2005 THRU DECEMBER 31, 2007**

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## PREAMBLE

Public service is the most noble profession, for the tasks performed are designed to benefit the public at large.

Although duties are performed under the supervision and direction of immediate superiors and Department Heads, and pay checks received from the Borough, our real employer is the people we serve - the citizens of Butler.

To retain their confidence, we must continue to give the efficient, prompt service and attention that the facilities and people we work with require. A sincere desire to be of service is just as important as the actual service performed, and at times, even more so.

Our policy is to provide the best service possible. With the Employees help, the Borough can continue to please its residents and customers and make the Borough and its service area an attractive place for people to locate.

A handwritten signature in black ink, appearing to be 'KJ' followed by a stylized name.

This Agreement, made this        day of        by and between The Borough of Butler, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Employer", and The Butler Blue Collar Workman's Association, hereinafter referred to as the "Employees".

**Witnesseth:**

**Whereas**, pursuant to and in accordance with the terms and spirit of Chapter 303 of Public Laws of 1968, the Employer and the Employees have met and negotiated the terms and conditions of the employment of the Employees of The Borough of Butler for the years 2005, 2006 and 2007.

**Whereas**, both the Employer and the Employees believe in the soundness of the principle of collective bargaining and contracting; and

**Whereas**, these negotiations have resulted in an agreement respecting the terms and conditions of employment;

**Now**, Therefore, in consideration of the mutual premise and covenants herein contained, it is mutually agreed by and between the parties as follows:

**ARTICLE I  
RECOGNITION**

Pursuant to consent election held February 23, 1973, the Employer agreed, and continues to agree, to recognize and deal with the Employees through the respective officers of the Employees as the exclusive representatives of all blue-collar employees employed by the Borough of Butler's Public Works, Power and Light, Telecommunicators, Road, Sewer, and Water Departments, excluding all office, clerical, professional, and craft employees, police and supervisors within the meaning of the New Jersey Employer-Employee Relations Act.

**ARTICLE II  
SCOPE**

This Agreement shall govern all matters pertaining to employment wages, hours, working conditions, holidays, vacations, sick leave, grievance and all other such matters concerning the terms and conditions of employment of the Employees of the Borough of Butler.



**ARTICLE III  
COLLECTIVE NEGOTIATING PROCEDURES**

Collective negotiations with respect to the rates of pay, hours of work, and other conditions of employment and bargainable issues, shall be conducted by the duly authorized agent of each of the parties. The Employees shall be represented by three representatives plus counsel and experts as deemed necessary by the aforesaid.

Collective negotiations for the contract shall commence no later than the second week in September.

Negotiating sessions shall begin on a day agreed upon, and the representatives of the Employees, if on duty shall be permitted to attend that negotiations session, and all subsequent negotiation sessions, without loss of pay.

**ARTICLE IV  
HOURS OF WORK AND OVERTIME**

**Section 1**

- A. The normal work week for Employees shall consist of forty (40) hours per week on the basis of five (5) days per week and eight (8) hours per day from Monday through Friday, inclusive. Hours of work shall be 7:00 a.m. to 3:30 p.m., year round.
- B. In the case of Telecommunicators, the normal work week is not limited to a Monday through Friday basis, rather, it shall be on a rotating shift basis as scheduled by the Department Head.
- C. The lunch period for all Employees, except Telecommunicators, shall be one-half (1/2) hour, from 11:00 a.m. to 11:30 a.m. Emergency situations may require working beyond that time at supervisory discretion. In addition to this period, Employees shall be allowed five (5) minutes of "wash up time" prior to their lunch period. Full use of the Borough's kitchens or lunchrooms, as designated, are offered to Employees who wish to avail themselves of these facilities.
- D. Employees required to work through their mid-day meal period, if directed by the Department Director or Foreman, shall be paid for that period at the rate of time and one-half (1-1/2) and shall later be granted a meal period without pay.

- E. In the course of an overtime situation at intervals of four (4) hours, Employees will be allowed a \$10.00 meal allowance. The Employees will be notified by the Department Head or Foreman if he may avail himself of this benefit, and charge the meal at cooperating restaurants. If the Employee exceeds the allowance, he will be required to reimburse the Borough at a later date.
- F. All Employees shall be entitled to two (2) fifteen minute coffee breaks, one in the morning from 9:00 a.m. to 9:15 a.m. and one in the afternoon from 1:30 p.m. to 1:45 p.m. No travel time is permitted.
- G. Employees shall be allowed five (5) minutes of "wash up time" prior to the end of the work day.

## Section 2

- A. All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be considered "overtime" and shall be compensated at the rate of one and one-half (1-1/2) times the regular hourly rate of pay, except when the rate of pay is governed by other Articles, Sections or Sub-Sections of this Agreement.
- B. In lieu of their lunch period, Full-time Telecommunicators, shall receive an additional payment for five (5) hours per week at straight time.
- C. Full-time Telecommunicators shall be compensated for any overtime worked either in the form of time-off during regularly scheduled hours or additional compensation of one and one-half (1-1/2) times their basic hourly rate of pay.

## Section 3.

In the event that it becomes necessary for an Employee to perform more than eight (8) consecutive hours of overtime work, compensation shall be as follows:

- A. After eight (8) consecutive hours of overtime work an Employee shall be compensated at the rate of two (2) times the regular hourly rate of pay.
- B. The Employer shall continue to pay at the double-time rate until the Employee is relieved of duty for a minimum of six (6) hours. If the six hours relief occurs in a normal work day, the Employee will be paid for the six hours, or the remainder of the work day, (provided it does not exceed six hours) at a straight time rate. No leave balance shall be charged.

**Section 4.**

An Employee shall not be compelled by the Employer, in any way, to work more than sixteen (16) consecutive hours without a minimum of six (6) hours relief from duty.

**Section 5.**

The Employer agrees to pay a minimum of one (1) hour of overtime wages for any work performed outside of normal working hours. If this work is performed within three hours of the normal beginning of the workday, the Employer has the option of allowing the Employee to go home after 8 hours of work rather than paying overtime. Any other schedule change requests require a mutual agreement between the BBCWA and the Borough of Butler before they can be enforced.

**Section 6.**

The Employer agrees to pay a minimum of three (3) hours overtime wages to any Employee who is called to work outside the normal work hours.

**Section 7.**

When an Employee is called out to report for work more than one and one-half hours (1-1/2) prior to the start of his normal scheduled work day, the Employer will pay for a meal and provide time to eat it.

**Section 8.**

The Employer agrees to pay double time to all Employees who work on Holidays.

**Section 9.**

At the Employee's discretion, he shall be given time off to compensate for overtime work in lieu of pay. Scheduling will be under the direction of the Department Head, or his designee. No more than 120 hours of compensatory time will be allowed to be carried from year to year. Any compensatory time exceeding 120 hours as of December 31<sup>st</sup> will be paid by the end of the following January at the hourly rate earned by the employee on December 31<sup>st</sup> of the year in which it was earned. This will be phased in as follows:

2005 – 240 hours, 2006 – 120 hours

Up to 3 days may be used in one year with 24 hours notice.

**ARTICLE V  
ABSENCE OR LATENESS**

Any Employee who is unable to come to work or who knows that he will be late, must notify the Department Head before the scheduled starting time. Not doing so may result in disciplinary action.

**ARTICLE VI  
SECOND JOB**

A second job is defined as any work performed for an employer other than the Borough of Butler and on a regular basis on either a full or part-time schedule.

Employees employed in a second job must report this to the Mayor and Council and must be available to respond to emergency situations as deemed necessary by the Department Head.

**ARTICLE VII  
MANAGEMENTS RIGHTS**

**Section 1.**

It is understood and agreed that the Employer possesses the sole and exclusive right to conduct the business of the Borough and, except as modified by this Agreement, to manage and direct the affairs of the Employees, and to fulfill its lawful obligation.

**Section 2.**

It is further understood and agreed that all rights of management are retained by the Employer, and except as modified by this Agreement, these rights include, but are not limited to:

- (A) Select and direct the Employees
- (B) Hire, promote, transfer and assign
- (C) Suspend, demote, discharge or take other disciplinary action for good and just cause
- (D) Establish work schedules, and manpower requirements, and establish and enforce existing and new rules and regulations not inconsistent with the terms of this Agreement.
- (E) Relieve Employees from duty because of lack of work or for other legitimate reasons.
- (F) Determine the work to be performed within the unit of Employees covered by this Agreement.



**ARTICLE VIII  
MANAGEMENT RESPONSIBILITIES**

The Employer agrees to accept responsibility towards the Employees, granting Employees the right to:

- (A) Have the security of a good job at a fair pay.
- (B) Work in a pleasant, friendly atmosphere where they receive intelligent supervision and fair treatment.
- (C) Work under conditions and surroundings, which are clean, comfortable and safe.
- (D) Enjoy a measure of freedom from worry by a good plan of benefits for health, life insurance and retirement benefits.
- (E) The Employer shall furnish all necessary standard tools and equipment for all Employees to carry out their assigned tasks.
- (F) The determination of standard tools and equipment for assigned tasks shall be made by the Department Head.
- (G) The Employer shall provide legal defense for Employees as prescribed in Chapter 36, of the Code of the Borough of Butler adopted June 7, 1982.
- (H) The Employer will provide all necessary protective equipment as is now furnished such as rubber blankets, rubber gloves, rubber coats, rubber boots, rubber hoses, etc. including first-aid kits, first-aid blankets and fire extinguishers to all crews.

**ARTICLE IX  
PERSONNEL POLICY**

The Employer agrees to abide by the following policies in dealing with the unit of Employees covered by this Agreement.

- (A) To select employees on the basis of their ability to meet the qualifications for the position, through the standard Civil Service procedures, without regard to race, religious creed, color, sex, national origin, ancestry or age.
- (B) To pay Employees fairly in relation to their position.

- (C) To respect the rights of each and every Employee and to treat them with courtesy, dignity and consideration.
- (D) To make prompt and fair adjustments of any personnel complaints which may arise.
- (E) To fill vacancies by promotion from within where possible through regular Civil Service procedures.
- (F) To do all things in a spirit of friendliness and cooperation so that the Borough of Butler will be a "better organization to work for".
- (G) To provide every help that can be given to Employees to retain and advance them.
- (H) No employee shall be required to perform any task with which he is not familiar without proper instruction and training under close supervision, and no employee shall be required to work on a complicated or hazardous job without a qualified assistant. Department Directors shall define "complicated" or "hazardous".
- (I) Part-time Telecommunicators shall only be entitled to those benefits listed in Section XXXIII of this contract. Wherever the term Telecommunicator is used in this contract it shall refer to full-time Telecommunicators unless Part-time Telecommunicators are specifically included in the language.
- (J) There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the Association because of membership or activity in the Association.
- (K) All members of the Association shall have access to and shall be permitted to examine their own personnel file upon giving the Borough Administrator at least two working days advance notice.

## **ARTICLE X ORIENTATION**

### **Section 1.**

New Employees will be introduced to their new surroundings and the people they will be working with. The duties and responsibilities of their job will be listed and explained to them. A copy of this Agreement will be supplied to each new Employee covered within this Agreement's scope. Everything that can be provided to help them to succeed in their new position will be furnished through the training and guidance offered by their supervisors and co-workers.

**Section 2.**

Employees who have been promoted will have been selected for their positions because of their ability to excel in their former positions and to qualify through competitive tests. They will receive the same attention in their new position as a first time employee. They will be shown the most effective ways to handle their new responsibilities and duties. Consultation with the Department Head is available for any special problems that may arise.

**ARTICLE XI  
EMPLOYEE RESPONSIBILITIES**

Employees must be willing to make certain contributions to the Borough as follows:

- (A) They must realize that they are representatives of the Borough at all times, and their conduct should always reflect credit on themselves and the Borough.
- (B) They are expected to work diligently, with a sense of responsibility, cooperation and loyalty, because as individuals, they contribute to the Borough's continuing success.
- (C) Employees may not accept any gifts.
- (D) Personal mail should be sent to the home address to assure the most efficient use of our mail handling facilities. The same, general rule would apply to the use of telephones, unless there is an urgent need. If an emergency necessitates a toll call, the Department Head should be told so that the charge can be recorded.
- (E) Personal visitors are discouraged completely, unless absolutely necessary.

By meeting these few obligations, Employees help build a better future for themselves and the Borough.

**ARTICLE XII  
NO STRIKE NO LOCKOUT**

**Section 1.**

It is recognized that the need for continued and uninterrupted operations of the Borough's departments is of paramount importance to the citizens of the community and that there shall be no interference with such operations. Accordingly, the parties hereto agree that there will not be and the Employees will not engage in, encourage, sanction or suggest strikes, slowdowns, job actions, mass resignations, mass absenteeism or interference with normal work performance.

**Section 2.**

The Employer shall have the right to discipline or discharge any Employee participating in any prohibited activity set forth in Section 1 of this Article.

**Section 3.**

The Employer, during the period of this agreement or extension thereof, shall not lock out Employees.

**ARTICLE XIII  
SALARIES AND WAGES**

**Section 1.**

It is the policy of the Borough to provide a fair and equitable basis of payment for services rendered by each Employee. This policy is accomplished by the following salary guide. All Employees hired on or after January 1, 1981, will start at Step One in the appropriate Grade. Each Employee not at the maximum of their Grade will move one step within that Grade upon completion of a full years service until they reach the maximum pay for that Grade.

Employees receiving a promotion involving movement to a higher grade will be guaranteed a salary not less than that which they would be receiving or would receive, had they not taken the promotion.

**ARTICLE XIV  
PERFORMANCE REVIEW**

Each Employee's performance will be periodically reviewed with him by his Department Head. The primary purpose of this review is to develop an understanding as to how well each area of the Employee's responsibility is being done as compared with the performance expected under the Employee's job description and ways in which the Department Head can help the Employee achieve the results expected. The performance review is an important element in the development of the individual Employee for achievement in his present position and in preparing for new or different responsibilities.

Each Employee will receive a copy of the review form with a summary written by the Department Head upon the completion of his annual review.

**ARTICLE XV  
PROMOTIONS**

An Employees past history, performance review and ability to meet the qualifications of a higher position through competitive examination, when necessary, shall determine his eligibility for promotion. As a matter of policy, the Borough fills vacancies from within when



permissible to reward its' Employees, and to draw on background and experience.

If an Employee is promoted, he will receive a salary increase for the position he now holds. However, a probationary period of ninety (90) days will be required, during which his performance will be reviewed. If he proves himself and meets the challenge of the new position, he will be permanently appointed to that position. If by chance, his performance is unsatisfactory, he will be returned to his former position or one of equal rank. In this instance, his salary will be appropriately adjusted.

It must be noted that the probationary period starts after the actual appointment and completion of all necessary procedures. At times, it may be necessary to postpone the commencement of this period until all necessary details have been completed, even though he is already working in the position. In such instances, the Employee will be notified of the actual start of his working test period.

If the Employee is designated temporarily to work outside of his regular job classification as described in the appropriate job classification in a higher grade for as much as five (5) consecutive work days, he shall be paid for the period of that assignment the rate for that job.

#### **ARTICLE XVI TRAINING AND SCHOOLING**

Training and schooling is offered by the Borough to every Employee in order that each individual may be able to keep himself abreast of the current advances in technology and methods of operation and in order to allow each Employee who meets the requirements to successfully complete promotional examinations. This benefit is provided at no cost to any Employee who requests it. Such request will be submitted to the Mayor and Council for their approval. If they reach a decision that allows the Employee to take the training or schooling that he has requested, the program he will participate in is paid for by the Borough and in addition to this, the Borough will also reimburse the Employee for any direct expenses connected with such training or schooling, not to exceed \$500.00 in any given year. The training must be job related.

#### **ARTICLE XVII TRANSFERS**

Transfers may be originated by the Borough or an Employee may request same. In either case, the transfer will be to an equal position for which the Employees capabilities and qualifications are most suited.

At times, a temporary transfer is necessary to meet certain needs of the Borough. Such

transfers are never permanent and the Employee will always be returned to his permanent position.

## **ARTICLE XVIII SICK LEAVE**

### **Section 1.**

Sick leave is the absence of an Employee from work because of illness, accident, exposure to contagious disease, or attendance for a short period of time upon a member of the Employees immediate family (meaning a member of the household) who is seriously ill and requiring care or attendance of such Employee. A certificate of a reputable physician may be required as sufficient proof of the need for leave or leaves of absence of the Employee or the need of Employee's attendance upon a member of the Employees immediate family. Abuse of sick leave shall be cause for disciplinary action.

### **Section 2.**

If an Employee is absent for reasons that entitle him to sick leave, he shall promptly notify the Department Head or his designated representative. Absences for five (5) consecutive days without notice shall constitute a resignation, unless for good cause shown such as inability to notify due to unusual circumstance the Employer waives this provision.

### **Section 3.**

Sick leave shall be earned at the rate of one (1) working day per month for every month of service during the remainder of the first calendar year of service following permanent employment and fifteen (15) working days per year in every calendar year thereafter.

### **Section 4.**

Under special circumstances, the Employee may be permitted by the Mayor and Council to use his vacation period to extend his sick leave if he does not have enough days to cover the period of illness.

### **Section 5.**

Any Employee who is absent on sick leave for more than three (3) consecutive days will be required to submit a physician's certificate as evidence substantiating the illness. The cost of obtaining the physicians certificate will be borne equally by the Employee and the Borough.

### **Section 6.**

In case of sick leave from exposure to contagious disease, a certificate from the Department of Health as designated by the Employer shall be required.

### **Section 7.**

The Employer agrees to pay for unused sick leave upon retirement at the option of the Employee, who may choose one of the following three options:

- (1) at the rate of 80% unused sick leave to a maximum of eight thousand (\$8,000.00) dollars, or
- (2) at the rate of 60% of unused sick leave to a maximum of ten thousand (\$10,000.00) dollars, or
- (3) at the rate of 40% of unused sick leave to a maximum of fifteen thousand (\$15,000.00) dollars: provided the following requirements are met with either option:
  - a. The Employee must have had at least twenty (20) years of consecutive service with the Borough of Butler in order to qualify under the provisions of this section.
  - b. The Employee must be retiring from service with the Borough and be in good standing at the time of such retirement.
  - c. The Employee agrees to give the Borough one hundred and eighty (180) days notice on retirement.
  - d. The Borough will pay the spouse of a deceased Employee unused/accrued sick leave according to the terms of this section.

**Section 8.**

If an Employee becomes sick during his vacation time, he may notify his foreman of the situation and have his time charged off to his sick time and his vacation balance will not be deducted. Adequate evidence of illness must be provided to the Employer, in the form of a certification from a licensed physician.

**Section 9.**

The Borough will allow each Employee to have up to two (2) personal days a year chargeable to the current years sick leave. Notice shall be given to the Division Head prior to the leave being taken. The employee shall not be unreasonably denied taking the day and shall not have any pre-notification time limits imposed on the use of their 2 personal days. If the days are not used as personal days, they will revert back to sick leave and accumulate as such.

**Section 10.**

The Borough shall furnish to each Employee documentation as to accrued sick leave on May 1 and October 1 of each year.



**ARTICLE XIX  
WORKMAN'S COMPENSATION**

If an Employee sustains a job related injury which is recognized as such and covered by Workman's Compensation Insurance, the Borough shall insure payment of full salary to such Employee, for a period of up to one year or until such Employee is placed on disability retirement, whichever first occurs. The Employees understand and agree that they may be required to make reimbursement to the Insurance carrier in the event of a third party action recovery, and that any such reimbursement will be in addition to pay over of Temporary Disability Benefits to the Employer. There shall be no charge to an Employee's sick leave in the event of a bonafide job related injury. The Employer shall have the right to require periodic medical examinations of Employee's on leave due to job related injuries.

**ARTICLE XX  
DEATH IN FAMILY**

**Section 1.**

Every Employee covered by this Agreement may, if he desires, be granted three (3) days leave with pay as needed in accordance with his work schedule upon the death of Employee's spouse, father, mother, sister, brother, children, parent-in-law, grandparents and blood relatives living in the Employee's household. Such leave, as needed, shall be from the date of death to and including the date of burial

**Section 2.**

Every Employee covered by this Agreement shall be granted one (1) day of leave with pay as needed in accordance with his work schedule to attend the funeral upon the death of a brother-in-law, sister-in-law, aunt, uncle or cousin.

**Section 3.**

In unusual circumstances, with good cause shown, the time off provided hereunder may be extended as needed upon approval of the Employer.

**ARTICLE XXI  
HOLIDAYS**

**Section 1.**

Holidays which are observed by the Borough of Butler are listed below:

- One (1) day before New Year's Day
- New Year's Day
- Presidents Day
- Good Friday
- Memorial Day
- Fourth of July



Labor Day  
Veteran's Day  
General Election Day  
Thanksgiving Day  
Day after Thanksgiving Day  
One (1) day before Christmas Day  
Christmas Day

In addition to the above, you are given one (1) "floating" holiday.

**Section 2.**

If a holiday happens to fall on a Saturday, it will be celebrated on the preceding Friday, and if on a Sunday, it will be observed on the Following Monday. If the day before New Year's Day or the day before Christmas Day falls on a Sunday they will be observed on the preceding Friday.

**Section 3.**

An employee must notify his Department Head of his intention to use his "floating" holiday at least one week prior to the day he wishes to have off.

**Section 4.**

To be paid for a holiday, you must be actively at work on the regularly scheduled day prior to and following the holiday. The only exception to this rule is if an Employee is observing such days as a vacation day, "floating" holiday, or can satisfactorily show that he or she was legitimately ill.

**Section 5.**

In the case of the Full-time Telecommunicators who work on holidays, the following options are offered in addition to this regular pay:

- (A) He may elect to be paid for the holiday worked, in which event he shall be compensated at the regular hourly rate.

Or

- (B) He may elect to take a compensatory day off at straight time, the scheduling of which will be approved by the Department Head.

**ARTICLE XXII  
VACATIONS**

**Section 1.**

**Vacation eligibility:**

- (A) Up to one year of service, vacation shall be earned at the rate of one day per month of service, which vacation shall be taken not sooner than six (6) months after date of hire.

- (B) Twelve (12) days per year from one through ten complete years of employment
- (C) Fifteen (15) days per year after ten complete years of employment through fifteen complete years of employment
- (D) Twenty (20) days per year after fifteen complete years of employment; and thereafter, one additional vacation day per year, for each complete year of employment after fifteen complete years, up to a maximum vacation entitlement of thirty (30) days per year.

**Section 2.**

Vacation leave may be accumulated for a two year period. Additionally, if the Department Head determines that accrued leave cannot be taken due to pressure of work, or for Employees hired after July 1st of that year, the unused vacation shall accumulate and shall be granted during the next two succeeding calendar years. There shall be no payment for accumulated vacation time, except in the case of separation from employment as hereinafter provided.

**Section 3.**

An Employee who resigns or retires from employment with the Borough in good standing shall be entitled to all earned vacation allowance for the previous year. Payment for unused vacation from the prior year shall be based on salary earned in the prior year, in the case of resigned Employees; and on salary earned in the final year in the case of retired Employees. The Borough will pay the spouse of a deceased Employee unused/accrued vacation leave.

**Section 4.**

It shall be the responsibility of the Employer to determine the scheduling of an Employee's vacation, consistent with the needs of the departments. Employees shall submit their requests for vacation at least two weeks prior to the dates they wish to have off. The Employer agrees to give reasonable consideration to an Employee's choice of vacation dates. When conflicts in choice of dates occur, preference will be given to the earliest request. In the event that requests are submitted on the same date, preference will be governed by seniority insofar as effective staffing requirements permit.

**Section 5.**

Sick slip/vacation slip forms shall be submitted by the Employee in triplicate, one copy going to the Payroll Department, one copy to the Department and one copy being retained by the Employee. A list of available remaining days will be supplied to the Employee by the Employer on May 1st and October 1st.

**Section 6.**

The Borough shall furnish to each Employee documentation as to accrued vacation leave on May 1 and October 1 of each year.



**ARTICLE XXIII  
LEAVE OF ABSENCE**

In valid circumstances, a request for a leave of absence without pay may be granted by the Mayor and Council for a period not to exceed six (6) months.

If an employee requires a leave of absence, they must consult the Department Head who will assist in the necessary procedures to request the leave.

When on approved leave of absence, an employee will be reinstated without loss of status or seniority.

**ARTICLE XXIV  
MILITARY LEAVE**

Permanent Employees who must fulfill their service obligations are granted military leave.

During the terms of such service, permanent Employees are considered to be on approved military leave of absence and upon completion, are eligible for reinstatement as prescribed by Federal Statutes granting reemployment rights which insure full service credits for retirement, life insurance, vacations, or other like benefits. Application for reinstatements must be made within ninety (90) days after discharge from active service.

During annual encampments or other service which requires short-term tours of duty, regular Employees who are members of the Reserve Forces, the National Guard or similar recognized organizations will receive regular pay for periods not exceeding two weeks. Such approved leaves of absence are in addition to, and do not affect the Employees regular vacation.

**ARTICLE XXV  
JURY DUTY**

An Employee who serves on a duly constituted jury or as a panel member in the formation of such jury will be paid his regular salary during such service and sign over to the Borough any compensation received for said jury duty, excluding travel expense.

**ARTICLE XXVI  
LONGEVITY**

In addition to base pay, Employees shall be entitled to compensation for longevity of service based upon the anniversary date of employment, in accordance with the following schedule:

<u>Length of Service</u>	<u>Annual Entitlement</u>
After five (5) complete through ten (10) complete years of employment	Two percent (2%) of base pay
After ten (10) complete through fifteen (15) complete years of employment	Four percent (4%) of base pay
After fifteen (15) complete through twenty (20) complete years of employment	Six percent (6%) of base pay
After twenty (20) complete years of employment	Eight per cent (8%) of base pay

Longevity shall be paid twice a year, one-half on June 1st and one-half on December 1st of each year, but shall not be considered part of base pay. If the anniversary date of employment falls on or after July 1st, longevity compensation shall not commence until the following January 1st.



**ARTICLE XXVII  
INSURANCE**

**1. Hospitalization**

Employees shall receive medical and hospitalization coverage as stipulated in the "Borough of Butler Employee Health Benefits Plan" as provided by IDA, 3 Post Road, Oakland, N.J.

**2. Dental**

Employees shall receive dental coverage as stipulated in the "Borough of Butler Employee Health Benefits Plan" as provided by IDA, 3 Post Road, Oakland, N.J. 07436.

**3. Disability**

The Borough agrees to participate in the New Jersey State Temporary Disability Program.

**4. Retirees**

The Borough agrees to pay for hospitalization and medical insurance for the employee and spouse upon an employees retirement, provided that the Employee has completed a minimum of twenty (20) years of continuous service with the Borough.

The Borough agrees to pay for hospitalization and medical insurance for the employee and family upon an employees retirement, provided that the Employee has completed a minimum of twenty-five (25) years of continuous service with the Borough.

A surviving family will receive medical benefits if an employee dies after 25 years of service with the Borough.

**ARTICLE XXVIII  
GRIEVANCE PROCEDURE**

**Section 1.**

The purpose of the grievance procedure shall be to settle all grievances between the Borough and the Employees as quickly as possible so as to insure efficiency and promote the Employee's morale.



## **Section 2.**

A grievance is defined as any disagreement between the Employer and the Employees, involving the interpretation or application of a regulation, violation of agreements or suspension and shall be filed within ten (10) working days of the Employees knowledge.

## **Section 3.**

All grievances shall be processed as follows:

- (a) They shall be discussed with the Employee(s) involved and the Employees representative with the immediate superior designated by the Department Head. The answer shall be made within ten (10) days by such immediate superior to the Employees.
- (b) If the grievances are not settled through Step (a), the same shall be reduced to writing by the Employee or Employees and submitted to the Department Head, or any person designated by him. The grievance shall state the date of the occurrence, the pertinent facts, the clauses in the contract, ordinances, rules and regulations or statute that are alleged to have been violated, how the provision was violated, and the remedy being sought. The answer to such grievance shall be made in writing with a copy to the Employee or Employees within ten (10) days of their submission.
- (c) If the grievances are not settled by Steps (a) and (b) then the Employee or Employee(s) shall have the right to submit such said grievance to the Borough Administrator, stating the reasons that the grievant disagrees with the Department Head's or his designee's decision. A written answer to said grievance shall be served upon the individual and the Grievance Committee within ten (10) calendar days after submission.
- (d) If the Grievances are not settled by Steps (a), (b) and (c) then the Employee or Employees shall have the right to submit said grievance to the Mayor and Council, stating the reasons that the grievance disagrees with the Administrators and Department Head's decision. A written answer to said grievance shall be served upon the individual and the Union Grievance Committee within ten (10) calendar days after submission.

## **Section 4.**

If the grievances are not settled by Steps (a), (b) and(c), then the Employee or Employee(s), within ten (10) working days after written decision (Step c), shall have the right to submit only such grievance which are claimed violations, misinterpretations, or misapplication of the terms of this agreement and the referenced policies herein contained directly affecting the Employee and Employee(s) to an arbitrator appointed by the parties from the Arbitration Panel maintained by the New Jersey Public Employment Relations



Commission. The arbitrator appointed shall have full power to hear the grievance and make a final decision which decision shall neither modify, add to, nor subtract from the terms of this Agreement and the referenced policies herein contained. The decision shall be rendered within thirty (30) days after completion of the hearing and shall be binding on both parties. The cost of the arbitrator and his expenses shall be borne equally by both parties.

**Section 5.**

Nothing herein shall prevent any Employee from processing his own grievance, providing the Employee and the representatives may be present.

**Section 6.**

If an Employee elects to appeal a suspension of more than five (5) days or a dismissal through Civil Service channels, it may not subsequently be processed as a grievance.

**Section 7.**

Grievances must be initially filed within ten (10) days of the incident, or the Employee's knowledge of such incident.

**Section 8.**

Representatives of the Employees, consisting of officers and/or persons involved (maximum 3), shall be afforded time-off with pay when such time-off is needed to pursue the rectification of legitimate grievance beyond Steps (a), (b) and (c).

**Section 9.**

Awards made in grievance cases involving wages shall be made retroactive to the date on which the grievance was first officially presented to the Employer.

**ARTICLE XXIX  
SAFETY**

The provisions of this Agreement incorporate herein all Federal and State safety regulations, whether by statute or administrative rule, as they may be applicable to municipalities and local safety regulations which may apply.

Vehicles, equipment and facilities must be maintained in a safe and sanitary condition. If any Employee believes that he is being required to work under unsafe conditions, the Employee may notify the foreman, who will immediately investigate the condition and correct it within the scope of his authority. If the condition is outside of the foreman's authority, he will prepare a memorandum before the end of the day stating the condition and his findings and refer it to the Department Head who will respond accordingly within the next work day. If the Employee is not satisfied that this condition is correct, he may pursue it further as a grievance.

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The Employer shall have all rubber gloves and sleeves inspected monthly and all hoses, hoods and blankets inspected bi-annually for ozone and corona damage.

All Borough vehicles utilized by the Employees in the course of their duties will be inspected effective upon the execution of this Agreement.

The Employees of the Electric Department and the Employer shall abide by the safety rules published in the American Public Power Association Safety Manual for an Electric Utility 5th Edition, or latest edition.

The Employees of the Water Department and the Employer shall abide by the safety book published by the American Water Works Association.

The Employer shall attempt to institute the use of a safety manual for all other Departments as well.

All employees shall be responsible for wearing proper safety equipment while performing their job. This includes, but is not limited to safety glasses or goggles, gloves and necessary safety equipment relevant to the job they are performing. In the event a piece of safety equipment needs to be replaced, it shall be the responsibility of the employee to notify his supervisor in writing.

The Employer agrees to provide all foul weather gear, including galoshes and rubbers.

### **ARTICLE XXX PAYDAY**

All Employees shall be paid their salary on Thursday of every other week. Any overtime pay that is due up to the preceding Sunday will be included in this check.

The paycheck voucher will itemize certain amounts deducted regularly from earnings. Certain of these are required by law - Federal Income Tax and Social Security withholding, etc. Changes in the regular amounts of these withholdings may come about through changes in legislation or in marital and dependents status. The amount of income tax withheld is based upon tables and rates prescribed by law and is taken into account in determining any refund or additional tax due for the full year when final returns are filed.

Deductions are also made, as authorized by to cover contributions, the cost of insurance, retirement, U.S. Savings Bonds and other benefit plans.

Employees shall be given in advance the pay due on the pay days falling within their vacation period if desired.

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**ARTICLE XXXI  
MISCELLANEOUS**

**Section 1.**

The Employer agrees to provide identification cards for Employees covered by this Agreement who have dealings with the public in the course of the performance of their work.

**Section 2.**

All Employees covered by this Agreement shall continue to retain their rights under the rules and regulations of Civil Service of the State of New Jersey.

**Section 3.**

Employee must wear standardized clothing as follows:

A winter jacket, hat, T-shirt, golf shirt, long sleeve shirt (for Telecommunicators only) or sweatshirt - all of which indicate "Borough of Butler." No modification to clothing as indicated will be allowed. The Borough will purchase for each employee one winter jacket, 5 hats, 5 T-shirts and 5 sweatshirts. Full time Telecommunicators will receive only the 5 T-shirts and 5 long sleeve shirts. Part time Telecommunicators will receive 3 T-shirts and 3 long sleeve shirts. New employees will receive these items after their 90 day probation period.

Clothing Allowance is \$400 and vouchers must be submitted for reimbursement.

**Section 4.**

Every on-the-job accident must be reported to the Department Head immediately, or before the end of the day, who will then take the necessary action. The procedures outlined by the Morris County Joint Insurance Fund for Worker's Compensation claims will be followed.

**Section 5.**

It is necessary that personnel records be kept up-to-date continuously. An employee must notify his Department Head and the Payroll Department if there is a change that would affect status with respect to insurance, taxes, military service and like matters, including change of name, marital status, the number of dependents, address or telephone number.

**Section 6.**

An Employee who is subpoenaed as a witness to an incident, which incident was witnessed by the Employee during the performance of his duties will be paid his regular salary during such time required away from work caused by the subpoena. Such time will not be deducted from the Employees available leave balances.

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**Section 7.**

The Employer agrees to replace, at a cost not to exceed seventy-five (\$75.00) dollars, on one occasion per year, eyeglasses broken while performing ones duties. The Employer agrees, in addition to the aforesaid \$75.00, to reimburse Employees a maximum of \$200.00 for eyeglasses and examination or treatment of eye conditions per family.

**Section 8.**

The Employer further agrees to recognize the Employees exclusive right to a dues check-off system within the unit of Employees covered by this Agreement.

**Section 9.**

The Employee may accumulate "Floating" holidays not taken over a maximum period of two years.

**Section 10.**

The Employer agrees to provide coffee for Employees required to work overtime in emergency conditions (e.g., plowing and sanding roads, electric, water or sewer line repairs). Coffee will be provided for every two (2) continuous hours of overtime worked.

**Section 11.**

Employees shall be reimbursed within twenty-four (24) hours for the necessary traveling expenses or any other expenses incurred while engaged on Borough duties.

**Section 12.**

An emergency is defined as an unforeseen circumstance or condition which threatens interruption of service or imperils the safety of people or loss of property. The cause may be fire, floods, acts of God, acts of Government, breakdown of machinery or unforeseen human failure that cannot be planned for in advance.

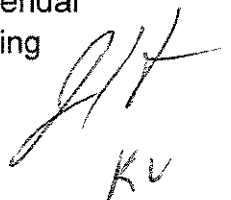
**Section 13.**

The Employee agrees to give the Borough 180 days notice of retirement.

**ARTICLE XXXII  
PART-TIME TELECOMMUNICATORS**

This Article covers all benefits for part-time Telecommunicators. This Article shall take effect January 1, 2002 and there shall be no claims by any employee for benefits earned prior to January 1, 2002.

For sections in this Article that are based on the number of hours worked in a calendar year, the calculation of hours will be performed by January 15<sup>th</sup> of the year following

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when the work was performed. The benefit shall be used during the year following when it was earned. For example, if a part-time Telecommunicator works 150 hours in 2002, they will be entitled to a \$50 clothing allowance which must be used in 2003.

**Section 1.**

Part-time Telecommunicators shall be paid regular time for the hours they work. If they work a shift of eight (8) hours or longer, they shall be paid one (1) additional hour to compensate for their lunch period.

**Section 2.**

Part-time Telecommunicators shall be compensated for any overtime worked in excess of 8 hours per shift at the rate of one and one-half (1-1/2) times their basic hourly rate of pay.

**Section 3.**

All Holidays listed in Section 1 of Article XXI will be paid at regular time if they are worked by a part-time Telecommunicator with the exception of the following three (3) holidays which will be paid at double time when they are worked:

New Year's Day  
Fourth of July  
Christmas Day

**Section 4.**

Clothing Allowance shall be paid according to the following:

Less than 100 hours worked in a calendar year	\$0
100 - 500 hours worked in a calendar year	\$50
500-1000 hours worked in a calendar year	\$100
Over 1000 hours worked in a calendar year	\$200

Vouchers and receipts must be submitted to receive reimbursement.

**Section 5.**

Vacation shall be accrued according to the schedule in Article XXII of this agreement. Actual time earned will be prorated according to the following formula:

$$\frac{(\text{\# of hours worked in calendar year})}{2080 \text{ hours}} \times (\text{Vacation eligibility from XXII Section I})$$

A minimum of 100 hours must be worked in a calendar year in order to count as a year of service for the purposes of determining Vacation eligibility.

**Section 6.**

Sick Leave shall be earned at the rate of 15 days per year on a pro-rated basis. Actual time earned will be prorated according to the following formula:

(# of hours worked in calendar year) X (15days) = Number of sick days

earned

2080 hours

Sick leave is the absence of an Employee from scheduled work because of illness or accident. If an employee is found to have abused sick time (i.e. used it for purposes other than illness) they will not be paid for the time requested and shall be barred from signing up for work shifts for a period of one month.

**ARTICLE XXXIII  
DURATION**

**Section 1.**

This agreement constitutes the entire collective negotiation agreement between the parties and includes and settles for the term of this Agreement, all matters which were or might have been raised in all collective negotiations leading to the signing of this Agreement..

**Section 2.**

This Agreement shall become effective from January 1, 2005 through December 31, 2007. If either party desires to modify or terminate this Agreement, it shall furnish written notice to the other party not later than one-hundred twenty (120) days prior to the expiration date herein above set forth. In the event no such notice is provided this Agreement shall continue in effect for additional terms of one year until such time as appropriate notice is given.

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**Borough of Butler  
Blue Collar Union Agreement  
Hourly Pay Scales for the Contract Period January 1, 2005 through December 31, 2007**

Step/ Year	GRADE													
	A	B	C	D	E	F	G	H	I	J	K	L	M	
1														
2004	17.97	20.70	21.75	22.40	23.18	23.27	24.04	25.70	26.01	30.22	28.77	31.61	18.05	
2005	16.00	21.42	22.51	23.18	23.99	24.08	24.88	26.60	26.92	31.28	29.78	32.72	18.68	
2006	16.56	22.17	23.30	24.00	24.83	24.93	25.75	27.53	27.86	32.37	30.82	33.86	19.34	
2007	17.14	22.95	24.11	24.84	25.70	25.80	26.65	28.49	28.84	33.51	31.90	35.05	20.01	
2														
2004	18.91	21.74	22.81	23.46	24.30	24.42	25.22	26.96	27.31	31.61	30.20	33.17	18.95	
2005	17.25	22.50	23.61	24.28	25.15	25.27	26.10	27.90	28.27	32.72	31.26	34.33	19.61	
2006	17.85	23.29	24.43	25.13	26.03	26.16	27.02	28.88	29.26	33.86	32.35	35.53	20.30	
2007	18.48	24.10	25.29	26.01	26.94	27.07	27.96	29.89	30.28	35.05	33.48	36.78	21.01	
3														
2004	19.91	22.77	23.89	24.68	25.46	25.64	26.45	28.27	28.64	33.17	31.61	34.11	19.90	
2005	18.75	23.57	24.73	25.54	26.35	26.54	27.38	29.26	29.64	34.33	32.72	35.30	20.60	
2006	19.41	24.39	25.59	26.44	27.27	27.47	28.33	30.28	30.68	35.53	33.86	36.54	21.32	
2007	20.09	25.25	26.49	27.36	28.23	28.43	29.33	31.34	31.75	36.78	35.05	37.82	22.06	
4														
2004	21.13	23.87	25.10	25.77	26.75	26.87	27.73	29.64	29.99	34.11	33.16	35.04	20.90	
2005	20.50	24.71	25.98	26.67	27.69	27.81	28.70	30.68	31.04	35.30	34.32	36.27	21.63	
2006	21.22	25.57	26.89	27.61	28.66	28.78	29.71	31.75	32.13	36.54	35.52	37.54	22.39	
2007	21.96	26.47	27.83	28.57	29.66	29.79	30.74	32.86	33.25	37.82	36.77	38.85	23.17	
5										5				
2004	22.45							5		35.04				
2005	22.00							5		36.27				
2006	22.77							5		37.54				
2007	23.57							5		38.85				
6														
2004	23.87							6		31.05				
2005	24.71							6		32.14				
2006	25.57							6		33.26				
2007	26.47							6		34.43				

*[Handwritten signatures]*

Note: For Step J (Asst. Public Works Super.) Only, Step 1 is granted when an employee is given the title. The employee advances to step 2 after obtaining 2 of the required state issued licenses, to step 3 after securing a total of 4 state issued licenses, to step 4 after obtaining a total of 6 state issued licenses and to step 5 after obtaining all 8 state issued licenses. The licenses must be from the following list, Treatment I, Treatment II, Treatment III, Collection I, Collection II, Distribution I, Distribution II, Industrial and Industrial II.

IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be executed by its duly authorized representatives this 21 day of Dec, 2004

The Borough of Butler

By: Joseph Hegroway  
Joseph, Mayor

Attest:

Carol M. Ashley  
Carol M. Ashley, Municipal Clerk

The Butler Blue Collar Workman's Association

By: Thomas J. VandenBurg  
President

Attest:

[Signature]  
Secretary

BOROUGH OF BUTLER  
RESOLUTION R2004-120


RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF BUTLER  
APPROVING THE 2005 - 2006 - 2007  
BUTLER POLICE ASSOCIATION CONTRACT

WHEREAS, the Butler Police Association is a recognized representative of the Butler Police, employed by the Borough of Butler; and


WHEREAS, the Butler Police Association and the Borough of Butler have come to an agreement on the terms and conditions of a three (3) year contract covering calendar years 2005 - 2007.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Butler, that the Mayor and Borough Clerk are authorized to execute the 2005 - 2006 - 2007 Butler Police Association Contract.

Adopted:

  
JOSEPH HEYWANG, MAYOR

Attest:

  
Carol M. Ashley, RMC/CMC/CPM  
Borough Clerk

Dated: December 7, 2004