

COLLECTIVE BARGAINING AGREEMENT

July 1, 2009 - June 30, 2014

BETWEEN

THE BOROUGH OF LAWNSIDE

AND

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES, AFL-CIO

DISTRICT COUNCIL 71, LOCAL 2300B

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BARGAINING AGREEMENT

THIS AGREEMENT entered into by the Borough of Lawnside hereinafter referred to as the “**Employer**” and Local 2300B affiliated with Council 71, American Federation of State, County and Municipal Employees, AFL-CIO, (Blue and White Collar) hereinafter referred to as the “**Union**”, has as its purpose the establishment of an equitable and peaceful procedure for resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I – RECOGNITION

1. The employer recognizes the Union as the majority collective bargaining representative of full and part time employees employed by the Borough of Lawnside, as set forth in Certification of Representative in PERC Case No. RC-83-11.
2. Recognition hereunder shall not be interpreted as having the effect of or in any way affecting the rights of employees as established under Chapter 303 laws of 1964, N.J.S.A. 34:13A-1, or the responsibility of the Borough under applicable statutes, regulations or ordinances.
3. Notwithstanding the Certification set forth above, the parties agree that the Borough Clerk, Deputy Borough Clerk and the Municipal Court Clerk/Violations Clerk positions are not a part of the bargaining Unit of AFSCME Council 71, Local 2300B.

ARTICLE II – DUES DEDUCTION PROCEDURE

1. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for AFSCME District Council 71, Local 2300B. 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, and members shall be eligible to withdraw such authority during July of each year.
2. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Treasurer of the Union during the month following the filling of such card with the Borough.
3. An aggregate of deductions from all employees shall be remitted to the Treasurer of the Union together with the list of names of all employees for whom the deductions were made by the fifteenth (15th) day of the succeeding month after such deductions were made.
4. If during the life of this Agreement there shall be any change in the rate of membership dues, the Local Union shall furnish the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish the Borough an official notification on the letterhead of the Local Union and signed by the President of the Local Union advising of such changed deduction.
5. The Union will provide the necessary “check-off authorization” form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Borough Treasurer.
6. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suites or other forms of liability that shall arise out of or by

reason of action taken by the Union or by the Borough in reliance upon the official notification on the letterhead of the Local Union and signed by the President of the Local Union advising of such changed deduction.

ARTICLE III – AGENCY SHOP

1. The Borough agrees to deduct the representation fees from the earnings of those employees of the bargaining unit who elect not to become members of the Union and transmit the fee to the majority representative.

2. The deduction shall commence following certification of the itemized components of the representation fee for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the representation fee assessment. A copy of the written notice of the amount of the representation fee must also be furnished to the New Jersey Public Employment Relations Commission by the Union.

3. The representation fee for services rendered by the Union shall be in the amount equal to the regular membership dues, initiation fees, and assessments of the union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

4. The sum representing the representation fee shall not reflect the costs of financial support of political causes of candidates.

5. The Union shall establish and maintain a procedure whereby any individual paying the representation fee can challenge the assessment as computed by the Union.

This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.

6. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards or the representation fee assessment information as furnished by the Union to the Borough, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

ARTICLE IV – GRIEVANCE PROCEDURE

1. **Grievance Definition.** A “grievance” is:

A. A claimed breach, misinterpretation or improper application of the terms of this Contract (contractual grievance); or

B. A claimed violation, misinterpretation or misapplication of ordinance rules or regulations, existing policies, agreement, administrative decisions, or laws, applicable to the department which establish terms and conditions of employment applicable to the grievant (non-contractual grievance).

For purposes of this Contract, terms and conditions of employment shall be those matters which intimately and directly affect the work and welfare of the employees covered hereunder and on which the negotiated agreement will not significantly interfere with the exercise of inherent management prerogatives pertaining to the determination of governmental policy.

2. **Purpose.**

A. The purpose of this procedure is to provide the exclusive vehicle for prompt and equitable solutions and settlements of individual employee grievances and Union grievances arising from the administration of this contract and/or other conditions of employment.

B. It is agreed that the individual employee is entitled to use this grievance procedure in conjunction with the Union and in accordance with the provisions hereof.

C. No reprisal of any kind shall be taken against any participant in this grievance procedure by reason of proper participation in such procedure.

D. Nothing in this Contract shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before Civil Service. The Union's decision to request the movement of any grievance at any step or to terminate the grievance at any step shall be final as to the interest of the grievant and the Union.

E. No grievance settlement reached under the terms of the Contract shall add to, subtract from or modify any terms of this Contract.

3. Scope of the Grievance Procedure.

A. It is understood by the parties that this grievance procedure represents the exclusive process for the resolution of disputed matters arising out of the Grievance Definition, paragraph 1 of Article IV above, except for those specific matters listed below which matters may only be appealed directly to the Civil Service Commission subsequent to proper notification to the responsible local management officials:

- i. Out-of-title work
- ii. Position Classification and re-evaluation review
- iii. Layoff and recall rights
- iv. Civil Service examination procedures for which an appeal exists
- v. Removal at completion of working tests period.
- vi. Leave of absence due to job-related injury or disease.

B. Reference by name, title or otherwise in this Contract to laws, rules, regulation, formal policies or orders of the State shall not be construed as bringing any allegation concerning the interpretation or application of such matters within the scope of arbitrability as set forth in this Contract.

C. Any member of the collective negotiating unit may orally present and discuss his complaint with his immediate supervisor on an informal basis prior to filing a formal grievance at Step One as provided in Article IV paragraph 9(A) hereinafter set forth.

D. Where the subject matter of a grievance suggests it is appropriate, and where the parties mutually agree, such grievance may be initiated at or moved to any step of the procedure, prior to arbitration without hearing at a lower step.

E. Where a grievance directly concerns and is shared by more than one (1) grievant, such group grievance may properly be initiated at the first level of supervision common to the several grievants. The presentation of such group grievance will be by the appropriate Union representative and one (1) of the grievants designated by the Union. A group grievance may only be initiated by the Union. Where individual grievances concerning the same matter are filed by several grievants, it shall be the option of the Borough to consolidate such grievances for hearing as a group grievance, provided the time limitations expressed elsewhere herein are understood to remain unaffected and the Union shall be notified of this action.

F. All such grievances shall be presented in writing to the designated representative of the party against whom it is made on "grievance forms" to be provided by the Borough. If forms are not made reasonably available to employees, a grievance may be filed in writing without a form provided that such grievance adequately sets forth the nature of the grievance and describes the policies and/or articles of the contract that are alleged to have been violated. Such forms shall make adequate provision for the representative of each of the parties hereto to maintain a written record of all action taken

in handling and disposing of the grievance at each step of the grievance procedure as provided in paragraph H as hereinafter set forth.

G. In the event that the grievance has not been satisfactorily resolved on an informal basis, then the grievance may be reduced to writing on a grievance form to be provided for such purpose. The grievance form shall contain a general description of the relevant facts from which the grievance derives and references to the section of the Contract, if any, which the grievant claims to have been violated.

H. When a grievance is initiated, the original form shall be forwarded to the Borough Council Committee Chairperson of the appropriate Borough Department and another to the Union Headquarters at 2299 Fries Mill Road, Williamstown, New Jersey 08094, and the employee representative copy shall be forwarded to the appropriate Union representative. After the grievance is resolved, the copies shall be distributed as designated on the grievance form.

I. Grievance resolutions or decisions at Step One through Three as hereinafter set forth shall not constitute a precedent in any arbitration of other proceeding unless a specific agreement to that effect is made by the Office of Employee Relations and Union President or the Business Agent.

J. Where an individual grievant initiates a grievance, such grievance shall only be processed through Union representation.

K. The Union, through its stewards or other authorized union representative may initiate a grievance at Step One of this procedure.

L. Relevant and necessary public information, material and documents concerning any grievance will be provided by the Union and the Borough upon written request to the other.

M. Additionally, copies of any written documents specifically related to discipline or the work performance of an employee which are relied upon the Borough during any disciplinary proceedings for grievance hearing will be given to the Union upon request.

5. Grievance Time Limits and Borough Responses.

A. A Grievance must be filed initially within fifteen (15) calendar days from the date on which the action which is the subject of the grievance occurred or fifteen (15) calendar days from the date on which the grievant should reasonably have knows of its occurrence.

B. Where a grievance involves exclusively an alleged error in calculations of salary payments, the grievance may be timely filed within thirty (30) days of the time the individual should reasonably have known of its occurrence.

C. Final decisions after a scheduled hearing shall be rendered in writing to the grievance and to the Union Headquarters.

D. Should a grievance not be satisfactorily resolved, or should the employer not respond within the prescribe time periods, either after initial receipt of the grievance or after a hearing, the grievance may be appealed within seven (7) calendar days to the next step. The lack of response to a grievance by the Borough within prescribed time periods, unless time limits have been extended by mutual agreement, should be construed as a negative response.

E. When a grievance appeal is to be filed, the Borough representative at the last hearing shall inform the grievant of the name and position of the next higher level of management representative who will undertake such written confirmation.

F. All of the time limits contained in his Article may be extended by mutual agreement of the parties and shall be confirmed in writing, and the involved management representative will undertake such written confirmation.

G. If, at any step in the grievance procedure, the Borough decision is not appealed within the appropriate prescribed time such grievance will be considered closed and there shall be no further appeal or review.

H. No adjustment of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the fifteen (15) calendar days.

I. A copy will be provided to the Union representative at the grievance hearing of each document submitted into evidence by the Borough that has not been previously transmitted to the Union.

6. Grievance Investigation Time Off.

A. When a grievance has been formally submitted in writing and Union represents the grievant, and where the Union steward or an appropriate officer requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the Steward of officer will be granted permission and reasonable time, to a limit of one (1) hour, to investigate without loss of pay. It is understood that the supervisor shall schedule such time release providing the work responsibilities of the Steward of officer any of any employee are adequately covered and providing further there is no disruption of work. Such time release shall be not

unreasonably withheld and upon request may be extended beyond the one (1) hour limit for specified reasons, if in the judgment of the supervisor, the circumstances warrant an exception to this limit.

B. Such time release shall not be construed to include preparation of paperwork, record keeping, conferences among Union officials nor preparation for presentation at a grievance hearing.

7. Time off for Grievance Hearings.

A. An employee and his designated employee representative shall be allowed time off without loss of pay;

1. as may be required for appearance at a hearing of the employee's grievance scheduled during working hours;
2. for necessary travel time during working hours. If the hearing extends beyond the employee's normal working hours or is held other than during his normal working hours, compensatory time equal to the additional time spent at the hearing shall be granted but such time shall not be considered time worked for the computation of overtime.

B. Where the employee or the Union requests employee witnesses, permission for a reasonable number of witnesses required during the grievance proceedings will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time or appearance and travel time as required if during his normal scheduled working hours.

C. At Steps Two and beyond in the grievance procedure, witnesses may be heard and pertinent records received.

D. Witnesses who appear at any step as provided in this procedure may be examined or cross-examined by the state or Union representative.

8. **Grievance Steps and Parties Therein.**

A. STEP ONE. In the event the matter is not resolved informally, the grievant shall submit his grievance in writing to his designated supervisor who shall hear the grievance. The appropriate Union representative shall be an employee.

STEP TWO. If the grievant is not satisfied with the disposition of the grievance at Step One, he may appeal to the highest operational management representative of other designated individual. He or his designee shall conduct a hearing. The appeal shall be accompanied by the decisions at the preceding level and any written record that may have been made a part of the preceding hearing. The appropriate Union representative shall be an employee.

STEP THREE. In the event that the grievance has not been satisfactorily resolved at Step Two, then an appeal to the Department Head or his designee shall be made in writing. The appeal shall be accompanied by the decisions at the preceding levels and any written record that has been made part of the preceding hearings. The Department or Agency Head, or his designee, shall hear the grievance and shall thereafter issue a written decision to the grievant, a copy of which shall be sent by mail to the Union Headquarters. The Union Representative shall be an appropriate Union official who is not an employee of the Borough and/or another appropriate Union Representative who is an employee. If the decision involves a non-contractual grievance as defined in Article IV, Paragraph 1 (A), the decision of the Department Head or his designee shall be final except as provided below.

B. In the event the Article IV, paragraph 1(b) grievance has not been satisfactorily resolved at Step Three, the Union may submit the grievance to the Personnel Committee of the Borough within fourteen (14) calendar days of receipt of the decision. The Personnel Committee shall schedule a grievance meeting on a quarterly basis with the Union so that the Union may present its position of the Article IV, Paragraph 1 (B) grievances submitted to the personnel Committee during that quarter for consideration. The parties may mutually agree to schedule additional meetings. The appropriate Union representative shall be an appropriate non-employee representative and no more than two (2) other appropriate Union officers who shall be employees of the Borough but not employed by the same Department. The Personnel Committee shall render a decision on each grievance within twenty (20) days of the grievance meeting.

The Union agrees that Article IV, paragraph 1 (B) grievances will be screened through its internal mechanisms prior to submission to the personnel Committee under this procedure.

3. Arbitration.

A. In the event that the grievance has not been satisfactorily resolved at Step Three and the grievance involves an alleged violation of the Contract as described in the definition of a grievance in Paragraph 1 (A) above, then a request for arbitration may be brought only by the Union, through its President, Business Agent or Attorney within twenty-two (22) calendar days from the day the Union received the Step Three decision, by mailing a written request for arbitration by certified, or registered mail to the Chairman of the Personnel Committee. All communications concerning appeals and decisions at this step shall be made in writing. A request for arbitration shall contain the

names of the Department and employee involved copies of the original grievance, appeal documents and written decisions rendered at the lower steps of the grievance procedure. If mutually agreed a pre-arbitration conference may be scheduled for the purpose of attempting to settle the matter and to frame the issues absent a settlement. Neither party will unreasonably deny the request of the other party for such a conference.

B. Within thirty (30) days of the execution of this Contract, the parties shall mutually agree upon a panel of three (3) arbitrators. Each member of the panel shall serve in turn as the sole arbitrator for a given case except that when circumstances appear to warrant and the parties mutually agree, the designated arbitrator shall hear any number of grievances which are appropriate at one sitting. If a member of the panel is unable to serve, the next member in sequence shall then serve. In the event that parties are unable to agree upon a panel of arbitrators within thirty (30) days, arbitrators shall be selected, on a case by case basis, under the selection procedure of the Public Employment Relations Commission, until such time as the parties mutually agree upon a panel.

C. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Contract or laws of the State, or any policy of the State or sub-division thereof or to determine any dispute involving the exercise of management function which is within the authority of the Borough as set forth in Article IV, paragraph 1, Grievance Definition, and shall confine his decision solely to the interpretation and application of this Contract. He shall confine himself to the precise issue submitted for arbitration and shall not have authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not essential in reaching the determination. Unless designated as advisory pursuant to any other Article of this

Contract, the decision or award of the arbitrator shall be final and binding consistent with applicable law and this Contract. In no event shall the same question or issue be the subject of arbitration more than once to decide in favor of the Borough. The arbitrator may prescribe appropriate back pay remedy when he finds a violation of this Contract, provided such remedy is permitted by law and it is consistent with the terms of this Contract. If the arbitrator renders a back pay award, then in accordance with the Borough policy, appropriate benefits will be restored to the employee for the period of time covered by the back pay award. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Contract. The fees and expenses, if any, of the arbitrator shall be divided equally between the parties. Any other costs of this proceeding shall be borne by the party incurred the cost.

D. The arbitrator shall hold a hearing at a time and place convenient to the parties within thirty (30) days of his acceptance to act as arbitrator and shall issue his decision within thirty (30) days after the close of the hearing.

9. Appropriate Union Representation.

A. The Union will notify the Borough in writing the names of its employees who are designated by the Union to represent employees under the grievance procedure.

ARTICLE V – LIFE INSURANCE & MEDICAL PLANS

1. During the term of this Agreement the Borough agrees to maintain existing hospitalization policy, except that it has reserved the right to make modifications from time to time as appears to be in the best interest of the Borough without reducing the present levels of benefits.

2. HEALTH AND WELFARE PROGRAM.

A. Employer shall commence payment to South Jersey Public Employees Health and Welfare Fund, thirty (30) days after the signing of this Agreement.

B. Employer shall remit to South Jersey Public Employees Health and Welfare Fund the following fees in accordance with the outlined payment schedule.

1. Initial start-up fee of \$100.00 per employee
2. Employer shall contribute \$800.00 per annum, per member, in monthly installments to the South Jersey Public Employees Health and Welfare Fund for all bargaining unit members.

C. Payment shall continue for the term of the Agreement unless notified by S.J. Public Employees Health and Welfare Fund in writing.

D. Employer shall be relieved from making such payment upon:

1. Termination of employment;
2. Lay-off from work, in excess of 90 days;
3. Unpaid employee leaves, except medical;
4. Suspension of employee in excess of 10 working days.

E. Employer shall resume payment of fees for employees returning from authorized unpaid leave of absences.

F. Payments are to be accompanied with the following:

1. Name of covered employee
2. Employee's Social Security Number
3. Date of hire, and or termination date.

G. All Payments and inquiries for account, please refer to:

Vivian B. White, Administrator
South Jersey Public Employees Health and Welfare Fund
2299 Fries Mill Road
Williamstown, New Jersey 08094

ARTICLE VI – VACATION

Up to one year of service, one (1) working day vacation for each month of service; after one (1) year and up to five (5) years of service, twelve (12) working days of vacation; five (5) years and up to twelve (12) years of service, fifteen (15) days of vacation, twelve (12) years of service to twenty (20) years of service, twenty (20) days of vacation; and twenty (20) years and thereafter, twenty-five (25) days of vacation.

ARTICLE VII – PERSONAL DAYS

All employees shall be entitled to three (3) personal days which may be used at the discretion of the employee, provided that the employee gives the appropriate Department Head twenty-four (24) hours prior notice. Personal days shall not be accrued and must be used in the year earned or be forfeited by the employee.

ARTICLE VIII – SICK LEAVE

A. Full-time local employees shall be entitled to a minimum of annual paid sick leave as follows:

1. New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.

2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service.

Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days.

- B. Part-time and 10-month employees shall be entitled to a proportionate amount of paid sick leave.
- C. Paid sick days shall not accrue during a leave of absence without pay or suspension.
- D. Sick leave credits shall not accrue after an employee has resigned or retired, although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.
- E. An employee who exhausts all paid sick leave days in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year.
- F. Unused sick leave shall accumulate from year to year without limit.
- G. Sick leave may be used by employees who are unable to work because of:
 - 1. Personal illness or injury;
 - 2. Exposure to contagious disease;
 - 3. Care for a reasonable period of time, of a seriously ill member of the employee's immediate family.
- H. An update will be supplied with each employee's paycheck. The Borough shall include employee time balances, including only sick and vacation time, with pay stubs at the end of each pay period.

ARTICLE IX – HOLIDAYS

- 1. The following days are recognized as paid holidays:
 - a. New Year's Day
 - b. President's Day
 - c. Good Friday
 - h. General Election Day
 - i. Veterans Day
 - j. Thanksgiving Day

- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Columbus Day
- k. Christmas Day
- l. Martin Luther King's Birthday

ARTICLE X – HOURS OF WORK

1. JOB TITLE:

- A. Clerical, typist, clerk typist, police records clerk, crossing guards
- B. Department of Public Works (included in the Department are the following divisions.
 - a) Streets and Roads (Laborers)
 - b) Sewer (Laborers)
 - c) Equipment operators, heavy laborer, truck driver

2. WORK SCHEDULES:

A. The work week shall consist of five (5) consecutive days from Monday through Friday to be scheduled between the hours shown:

B. The hours of work are as follows:

Employee Category	Hours Per Week
Clerical	35
Department of Public Works	37 ½

C. All employees are entitled to a one (1) hour lunch per working day.

ARTICLE XI – OVERTIME

The Department of Public Works

1. Streets and Roads Division; Sewer Division Employees:

A. Overtime is defined as any time worked by an employee of the Department of Public Works beyond 7¹/₂ hours per day, and it shall be granted only when the employee is authorized to work by the Borough Administrator.

B. Overtime at the rate of time and one-half the regular rate of pay of the Public Works Department employees shall be paid for work under the following conditions:

1. All work performed in excess of 7 ½ hours per day.
2. All work performed in excess of 37 ½ hours per week.
3. Employees who are required to work a holiday shall receive time and one-half for the hours worked on that holiday.
4. Employees who perform work for a special event shall be paid at the rate of time and one-half for the first 8 hours or less. Any additional hours shall be paid at double time. Special events shall be defined as:
 - a. Lawnside Heritage Day

The Borough Administrator shall assign all employees who perform work for special events. This right includes the right not to assign Borough Employees to public events and in the alternative, to require community organizations and or other private entities that are using Borough facilities to provide for their own special event support staff. If Borough Employees are hired by community organizations or other private entities, those employees shall NOT be covered by Borough of Lawnside insurance of any kind.

2. Clerical Employees:

A. Mayor and Council shall authorize comp time at the rate of one and one-half (1 ½) times the overtime worked for Clerical employees whose duties require them to work in excess of seven (7) hours on any work day or in excess of thirty-five hours during any work week.

B. Overtime shall not apply to part-time employees.

C. Overtime shall be distributed as equally as possible among employees within the same classification.

ARTICLE XII – LAYOFF POLICY

1. Permanent employees to be laid off will have at least forty-five (45) calendar days notice of layoffs, or be paid in lieu of time in the discretion of the Borough.

ARTICLE XIII – LEAVE OF ABSENCE

1. Paid Leave

Paid leave of absence shall be allowed by the Employer for the benefit of the employee, in accordance with the following conditions:

A. Bereavement Leave:

1. In the event of death in the employee's "immediate family", the employee shall be granted time off without loss of regular pay, up to five (5) working days. The term "immediate family" shall include mother, father, mother-in-law, father-in-law, brother, sister, spouse, children, grandmother or grandfather of the employee.

2. In the event of death of the following relatives of the employee, the

employee shall be granted time off, without loss of regular pay, up to three (3) working days: Brother/Sister-in-law, aunt, uncle, daughter/son-in-law.

B. Jury Duty:

The employee shall be granted a leave of absence with pay, when required to report for jury duty and shall be paid the difference between any compensation received for jury duty, and the regular pay, based upon the employee's regular work week.

2. Unpaid Leave of Absence

A. Education:

After completion of one year of employment, an employee, upon written request, may be granted a leave of absence, without pay, for educational purposes. The Employer shall have the right in its discretion to determine what constitutes educational purposes under the terms of this Agreement.

B. Maternity Leave:

Maternity leave may be granted by the Borough Council upon the request of an employee for extension or renewal for a period not to exceed six (6) months.

3. In applicable instances, the Borough policy shall adhere to and be consistent with FMLA laws.

ARTICLE XIV – SENIORITY

1. Seniority is defined as an employee's total length of service with the Borough, beginning with his/her original date of hire.

2. An employee having broken service with the employer as distinguished from an authorized leave of absence shall not accrue seniority credits for the time he was not employed by the Borough.
3. If a question arises concerning two or more employees who were hired on the same date, the following shall apply:
 - A. If hired prior to the effective day of this Agreement, seniority preference among such employees shall be determined by the order in which employees are already shown on the employer's payroll records, i.e., first name, first preference.
 - B. For employees hired on same date, subsequent to the effective date of this Agreement, preference shall be given in alphabetical order.
4. The Borough shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and rate of pay of each employee covered by this Agreement, and the Borough shall furnish copies of same to the Union each pay period.
5. Where New Jersey Civil Service statutes provide otherwise, in cases of provisional promotion, demotions, layoffs, recalls, and vacation schedules are involved, an employee with the greatest amount of seniority shall be given preference, provided said employee has the ability to perform the work involved.

ARTICLE XV – SALARY AND WAGES

- A. Year 1 – 0% (July 1, 2009 to June 30, 2010)
 Year 2 – 2% (July 1, 2010 to June 30, 2011)
 Year 3 – 2.5% (July 1, 2011 to June 30, 2012)
 Year 4 – 3% (July 1, 2012 to June 30, 2013)
 Year 5 – 3% (July 1, 2013 to June 30, 2014)

All percentages increases are across the board. There shall be no retroactive pay in the years covered under this Agreement.

Titles	7/1/09-6/30/10	7/1/10-6/30/11	7/1/11–6/30/12	7/1/12-6/30/13	7/1/13-6/30/14
	<u>0%</u>	<u>2%</u>	<u>2.5%</u>	<u>3%</u>	<u>3%</u>
Clerk Typist 1	38,252.00	39,017.04	39,992.43	41,192.20	42,427.97
Clerk Typist	Salary to be Negotiated	Salary to be Negotiated	Salary to be Negotiated	Salary to be Negotiated	Salary to be Negotiated
Clerk	Salary to be Negotiated	Salary to be Negotiated	Salary to be Negotiated	Salary to be Negotiated	Salary to be Negotiated
Tax Clerk	34,772.00	35,467.44	36,354.13	37,444.75	38,568.09
Heavy Labor Truck Driver	41,686.00	42,519.72	43,582.71	44,890.19	46,236.89
Laborer/Truck Driver	35,695.00	36,408.90	37,319.12	38,438.69	39,591.85
Laborer	33,851.00	34,528.02	35,391.22	36,452.96	37,546.52
Part Time Deputy Court Administrator	Salary to be Negotiated	Salary to be Negotiated	Salary to be Negotiated	Salary to be Negotiated	Salary to be Negotiated

- B. The above listed salary increases shall be inclusive of all titles, with the exception of the Crossing Guards which shall receive no increases during the term of this Agreement.

C. The parties understand and agree that the titles of Purchasing Agent and Finance Clerk are **not** included in the collective bargaining unit and are not subject to the terms and conditions of this agreement in any way.

ARTICLE XVI: CLOTHING ALLOWANCE

The Borough shall establish a line item in its annual budget for the maintenance and proper care of existing uniforms and purchase of new uniforms and footwear. All employees shall have an allowance budgeted in an amount equal to the per person uniform allowance set for FY 2010. Each employee shall make a request of his/her supervisor for the Borough to purchase, replace, or repair any uniform item or item of footwear. The supervisor shall review the request with the Business Administrator and they shall jointly determine whether the request will be approved. If approved, then the purchase shall be made by the Borough.

ARTICLE XVII – GENERAL PROVISIONS

1. Bulletin Board The Union shall have the use of the Union Employee Bulletin Board for the posting of notices relating to meetings and official business of the Union. Only material authorized by the signature of the Local Union President or his designee shall be permitted to be posted on said bulletin board, and said notices shall not contain any political or controversial material.
2. Meetings It is agreed that representatives of the Borough and Union will meet from time to time upon request of either party to discuss items of general interest or concern which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, and a precise agenda shall be established.

3. Union Activities or Employer's Time and Premises

The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, a union chairperson or designee shall be allowed to:

- a. Post Union notices
- b. Transmit communications authorized by the Local Union or it's Officers, to employer or his representative, both written and oral.
- c. Grievance investigation.
- d. The Chapter Chairperson or his/her designee shall attend the District Council 71 Executive Board - Bi-monthly meetings, for a minimum of two (2) hours with a maximum of four (4) hours.

4. Notices Unless otherwise specified herein, notices required hereunder shall be served either in person or by certified mail at the following address:

BOROUGH:

Jay Todd, Borough Administrator
4 Douglas Avenue
Lawnside, New Jersey 08045

UNION:

AFSCME Council 71 (Local 2300B)
2299 Fries Mill Road
Williamstown, New Jersey 08094

5. The effective date of this contract shall be the date of signing, except that all wage increases shall be retroactive to July 1, 2010, as provided in Article XVI. This contract shall expire on June 30, 2013.

IN WITNESS HEREOF, the parties hereto, intending to be legally bound, hereby set their respective hands and seals on this 3rd day of March, 2011.

**American Federation of State,
County and Municipal Employees
Council 71, Local 2300B**

BOROUGH OF LAWNSIDE

BY: Mattie Harrell Ch. Dir.

BY: Mary Ann Baylond

BY: Franklin L. ...

BY: [Signature]

BY: [Signature]

Borough of Lawnside
-and-
AFSCME Council 71 local 2300B

Memorandum of Agreement

The Borough of Lawnside ("Borough") and AFSCME Council 71, Local 2300B hereby agree as follows:

1. In the event of an increase imposed by the insurance carrier of the South Jersey Public Employees Health and Welfare Fund, the Borough and Union agree that Article V – Life Insurance & Medical Plans will be opened for negotiations.
2. It is also agreed and clearly understood that Article V – Life Insurance & Medical Plans will be the only article opened for the purpose of negotiations.
3. The Administrator of the Fund will contact the Borough and Union within thirty (30) days of knowledge of an increase.
4. The Union will then contact the Borough to establish dates for negotiations.
5. Any increase to the Borough per member shall be retroactive to the date of the increase from the insurance carrier.

Borough of Lawnside:

By: Mary Ann Handlor Date: 3/2/11
By: [Signature] Date: 3/2/11

For AFSCME Council 71 Local 2300B

By: Mattie Harrell ^{EX-DIR} Date: 3-1-11
By: [Signature] Date: 3-1-11