

THIS AGREEMENT made and entered into this 1st day of January 2004, by and between the Borough of Mount Ephraim, its successors or assigns (hereinafter referred to as the Borough) and Local 2066, International Brotherhood of Electrical Workers, its successors or assigns (hereinafter referred to as the Union).

WHEREAS

The parties have carried on collective bargaining negotiations for the purpose of developing a general agreement on wages, hours of work, and other conditions of employment.

NOW THEREFORE, in consideration of the mutual agreements herein contained the parties hereto agree with each other with respect to the Employee of the Employer recognized as one being represented by the Union as follows:

ARTICLE I – RECOGNITION

Section 1 – The Borough recognizes the Union as the exclusive representative for collective negotiations concerning the terms and conditions of employment for Borough Non-Supervisory employees classified as all regular blue collar employees in the Department of Public Works employed by the Borough of Mount Ephraim.

Section 2 – The Employer hereby agrees not to discriminate against any employee in any manner whatsoever because of membership in or activity on behalf of the Union or because of race, religion, age, or sex.

ARTICLE II – UNION SECURITY

Section 1 – The Borough agrees that all employees covered by this Agreement shall, as a condition of employment be required to become and remain members of the Union on the thirty-first (31st) day following the actual beginning of work pursuant to such employment, the effective date of this Agreement or its execution date, whichever is later. All employees who are members of the Union at any time of execution of this Agreement or become members of the Union during the term of this Agreement. The Union agrees that all such employees will be acceptable, to other members, and further, that the Employer will not be requested to discharge an employee for reasons other than such employee's failure to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 2 – The Borough shall furnish the Union with the name of any new employee together with the date of hiring of said employee immediately upon his hiring.

ARTICLE III – CHECKOFF

Section 1 – The Borough upon receipt of a written authorization signed by the employee, which authorization shall not be irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner, shall deduct membership dues and initiation fees from said employee's wages on the first payday of every month and remit same to the Union no later than the 12th day after the first payday of the month.

Section 2 – The Borough will notify the Union immediately upon the receipt of any revocation of any authorization submitted to it pursuant to this article.

ARTICLE IV – SENIORITY

Section 1 – An employee acquires seniority rights immediately following the expiration of the “probationary” period of employment. Seniority shall be defined as the total length of service with the Employer.

Section 2 – The Borough shall submit a current and up-to-date seniority list when requested by the Union, but not more often than once every six (6) months during the term of this Agreement.

Section 3 – In the event of a layoff, the least senior employee shall be the first laid-off and in the event of recall, the most senior employee shall be first one recalled. Any employees to be laid off shall receive at least five (5) days notice of such layoff. If the Borough shall fail to give such notice, the effected employee shall receive five (5) days pay in lieu thereof.

Section 4 – An employee who is notified of recall shall be required to return to work within five (5) working days of notice sent by certified mail to the last known address of the employee on file with the Employer and a copy sent to the Shop Steward.

Section 5 – In any case of promotion, transfer, or shift change, the Employer shall be bound by the principal of seniority, providing the senior employee possesses otherwise sufficient qualifications.

Section 6 – Seniority shall be broken by an employee's voluntary separation from the Borough of discharge for just cause. Seniority shall accrue during layoff of less than one (1) year or during authorized leaves of absence.

ARTICLE V – SHOP STEWARDS

Section 1 – The Borough recognizes the right of the Union to designate a Shop Steward who shall be recognized as the representative of the Union for all matters arising under Agreement to the extent permitted herein. The Union shall advise the Borough as to the identity of the Steward and the employer agrees that the Steward shall be free to

conduct their duty as such, with the understanding that such duty will not unduly interfere with normal production or the conduct of the business and the Steward shall be expected to do his usual work. However reasonable time spent in carrying out the grievance procedure, agreed upon herein, will be considered as being on the Borough's time, provided step one of the procedure is taken up at a time mutually agreeable to the Steward and the Supervisor.

Section 2 – the Shop Steward shall be accorded super seniority and shall be the last person laid off and the first person rehired upon the resumption of work.

Section 3 – A new employee's direct supervisors shall introduce a new employee to the Shop Steward during the first week of his employment.

ARTICLE VI – HOURS & OVERTIME

Section 1 – The regular work week shall consist of eight (8) hour days, Monday through Friday inclusive from 7:00 a.m. to 3:00 p.m.

Section 2 – Employees shall receive overtime at the rate of time and one-half of their normal hourly rate for all hours worked in excess of eight (8) hours per day.

Section 3 – Employees who are on call shall receive fifteen (15) hours automatic overtime per week. Any hours worked over that shall be paid in overtime at the rate of 1½ hours per hour worked. Employees who are on backup call shall receive \$75.00, regardless if he works or not. If the employee works, he shall receive \$75.00 plus 1 ½ time for all hours worked.

Section 4 – Employees can elect to receive 80 hours of comp time in lieu of overtime. After an employee accumulates 80 hours comp time he must be paid overtime for all additional hours worked. Comp time must be used by the end of the calendar year.

Section 5 – Overtime shall be paid in the pay check in which overtime occurs.

ARTICLE VII – HOLIDAYS

Section 1 – The Employer agrees to pay the employees full salary for the following holidays as if they worked thereon:

New Years Day
Martin Luther King's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day

Day After Thanksgiving Day
Columbus Day
Veterans Day
Christmas Eve Day
Christmas Day

Section 2 – The compensation for holidays shall be based upon the employee’s regular daily earnings.

Section 3 – No employee shall be required to work on a holiday. In the event that an employee does work on a holiday, he shall be paid overtime at the rate of double-time in addition to his regular day’s pay for the holiday.

Section 4 – In the event a holiday falls on Saturday or Sunday then it shall be celebrated either Friday or Monday.

ARTICLE VIII – VACATIONS

Section 1 – Vacations must be taken within the calendar year and vacation days cannot accrue or be carried forward into any successive year. Employees with 15 or more vacation days shall have the right to carry a maximum of five (5) days to the following year.

Section 2 – Should a holiday occur during vacation period of any employee, said employee shall be entitled to one (1) additional day of vacation in lieu of payment for the said holiday.

Section 3 – All employees shall receive vacation with pay in accordance with the following schedule:

<u>Length of service</u>	<u>Vacation</u>
Six (6)months to Two (2) years	5 days
Two (2) years to Eight (8) years	10 days
Eight (8) years to Fifteen (15) years	15 days
Fifteen (15) years to Twenty (20) years	20 days
Over Twenty (20) years	25 days

Section 4 – Any employee leaving the service of the employer for any reason shall be entitled to prorated vacation.

Section 5 – All vacation dates are subject to approval of the director of the department. No department may be operated below reasonable minimum personnel at any time

Section 6 – If an employee is required to work on a day that has been scheduled for the employee’s vacation, the employee will be paid at the regular rate for the vacation day and will be paid at the rate of double overtime.

Section 7 – Where in any calendar year, the vacation benefit or any part thereof is not granted by reasons of pressure of Borough business, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only.

Section 8 - Only one employee at a time may be on vacation between October 1st through December 31st.

ARTICLE IX – LEAVE OF ABSENCE

Section 1 – A reasonable leave of absence shall be given to the employee without pay for any of the following reasons:

- A. Personal Illness
- B. Military Duty
- C. Maternity Leave
- D. Union Activity – one employee at a time up to two weeks
- E. Mutual Consent of the parties

Section 2 – Military Personnel

A. - Military leave without pay will be granted to employees on regular duty with the armed services.

B. – An employee with reserve military status for whom a mandatory active duty period is requested each year, not exceeding two (2) weeks, will be granted the difference in pay, will equal the normal week's pay exclusive of vacation periods.

C. – If said employee desires to take his vacation during the mandatory military period, he will receive his vacation pay in addition to the pay set forth in 2B.

D. – If the employee's military pay is equal to or more than his normal week's pay, he will receive no additional compensation from the Borough.

E. – In order to qualify for the benefits of this section the military or reserves employee must produce a letter from the commanding officer setting forth the actual military pay.

ARTICLE X – MANAGEMENT RIGHTS

Section 1 – The management of the Borough, including the direction of the working force and the right to plan, direct and control operation and use of its facilities, equipment and other property, is the exclusive right and duty of the Employer.

Section 2 – The Employer has the sole right to hire, lay off, transfer and promote employee and for proper cause to demote, suspend or discharge employees; the Employer has the exclusive right to control volume of production, scheduling of operations, the right to determine the size and composition of the working force, the right to study and/or introduce new or improved methods or facilities, the right to determine what work will be performed by outside contractors, and the right to establish and maintain reasonable rules and regulations governing the operation of the Borough, a violation of which shall be among the causes for disciplinary action. These right shall be exercised with due regard for legal rights in violation of specific provisions of this Agreement. Reasonable of the rights herein set forth respecting demotion and promulgation of rules shall be subject to the grievance and arbitration procedure.

Section 3 – The listing of specific rights in this Article is not intended to be nor shall be considered restrictive of or a waiver of any rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Employer in the past. The Employer retains all rights not otherwise specifically covered by this Agreement.

ARTICLE XI – BULLETIN BOARD

Section 1 – The Employer shall furnish a bulletin board for Union news.

ARTICLE XII PROBATIONARY PERIOD

Section 1 – The probationary period shall be ninety (90) days from the date of employment as a new employee. During this period said probationary employee may be terminated for any reason without recourse by the Union.

ARTICLE XIII – REST PERIODS

Section 1 – All employees shall be entitled to two (2) fifteen minutes rest periods during their eight (8) hour work shift.

ARTICLE XIV – UNION VISITATION

Section 1 – Non- employee representatives of the Union shall be permitted to visit the plant for a reasonable period of time for the purpose of meeting the employees.

ARTICLE XV – WORK BY SUPERVISORS

Section 1 – Employees excluded from the bargaining unit shall not be permitted to do any work normally performed by the members of the bargaining unit except in cases of past practices.

ARTICLE XVI – HEALTH AND PENSION BENEFITS

Section 1- The Borough maintains current optical, prescription, dental and pension plan, but will change health to Aetna Patriot 5 pending explanation of coverage by Insurance Agent and approval by membership.

Section 2 – If health benefits upon retirement are granted to any employees other than the police department, said benefit will be granted to the employees covered by this Agreement.

Section 3 - If an employee elects not to take health insurance, the Borough will pay 25% of the cost of the insurance to the employee monthly. In order for an employee to elect not to take coverage he must prove coverage elsewhere. If an employee loses the coverage not provided by the Borough, he must be covered by the Borough insurance immediately.

ARTICLE XVII – SAFETY AND HEALTH

Section 1 – The Borough shall keep all working areas in a safe and sanitary condition.

Section 2 – Precautions to secure the health and safety of employees shall at all times be taken by the Employer, including a supply of First Aid cabinets at convenient locations and containing such bandages, medicines and related equipment as may be needed in an emergency.

Section 3 – It shall be the responsibility of the Borough to maintain all machinery and equipment in a safe and sanitary operating condition.

Section 4 – A Safety Committee shall be appointed in each shop consisting of not more than one (1) representing management and one (1) representing the employees, and the Committee shall decide questions of safety that may arise under this Article, subject to grievance procedure.

Section 5 – The Borough shall furnish lockers for the storage of the employee's clothing.

Section 6 – It shall be the responsibility of the Employer to maintain the proper temperatures for heating, cooling and ventilating at the Employer's locations.

ARTICLE XVIII – STRIKES AND LOCKOUTS

Section 1 – There shall be no strikes, slowdowns, refusals to work, picketing, boycott direct or indirect interference with the normal conduct of business, or lockouts during the term of this Agreement. The Union shall order all employees to halt violations.

Section 2 – The employees shall have the right to refuse to cross any picket line established by a trade union, except at the Borough premises.

ARTICLE XIX – WAGES

Section 1 – The minimum wages and rates to be paid by the Borough during the term of this Agreement shall be set forth in Schedule “A” attached hereto and made a part hereof.

ARTICLE XX – PRIOR BETTER BENEFITS

Section 1 – Unless specifically modified by this agreement nothing contained herein shall be deemed to eliminate or restrict benefits provided by the Borough, presently enjoyed by any employees covered by this agreement.

Section 2 – the Employer shall not enter into any individual agreement with employees which would have the effect of diminishing any of the rights privileges or benefits of the employees under this Agreement.

ARTICLE XXI – MODIFICATION

Section 1 – Neither the Employer, any employee or group of employees shall have the right to waive or modify any provision of this Agreement without the written authorization of the Union.

ARTICLE XXII – GRIEVANCE PROCEDURE

Section 1 – All complaints, disputes or questions as to the interpretation, application or performance of this Agreement shall be adjusted by direct negotiations between the Union and the Employer or their representatives. Should any dispute or grievance arise within thirty (30) days from the date the grievance occurred, both parties shall endeavor to settle these in the simplest and most direct manner. The procedure shall be as follows (unless step or steps thereof are waived, combined or extended by mutual consent).

Step 1

The grievance shall be submitted to the aggrieved employee's Shop Foreman by the employee's Shop Steward. If the Steward and the Shop Foreman fail to settle the grievance within three (3) days (exclusive of Saturday, Sunday or Holiday), it may be submitted to step 2 within five (5) days.

Step 2

The grievance shall then be referred to the President of the Union or his designated representative and the Employer or their authorized representative. If no settlement is reached within five (5) days (exclusive of Saturday, Sunday or Holiday) the grievance may be submitted to arbitration as set forth in step 3.

Step 3

If the dispute or difference is not settled in the second step above, either party may request that the matter be referred to arbitration, if this request is made within ten (10) days after the reply was given in the second step.

A. – The Arbitration Board shall consist of one (1) member to be selected from a panel supplied by the New Jersey State Board of Mediation. The parties shall jointly pay the cost of the Arbitrator's services.

B. – The decision of the Arbitrator shall be final and binding on the parties.

ARTICLE XXIII – SICK LEAVE – DEATH IN FAMILY – JURY DUTY

Section 1 – Employees who have worked less than one (1) year but more than the probationary period shall be entitled to receive a paid sick day based upon a formula equivalent to the number of months in continuous employment divided by two (2).

Section 2 – All employees who have been in continuous employment for more than one (1) year shall be entitled to paid sick leave in accordance with the following schedule:

<u>Succeeding Year</u>	<u>Sick Days</u>
1	6
2	7
3	8
4	9
5	10

Section 3 – Employees may accumulate sick leave days, however not more than a total of forty-five (45) such days. Such leave shall accumulate to the employee's credit from year to year with maximum allowable accumulation of forty-five (45) days. Employees who have accumulated forty-five (45) days shall have the option to sell back Any days over thirty-five (35) days up to a maximum of ten (10) days per year at the salary rate in effect during that year. Those opting to participate in this sell back shall inform the Superintendent of Public Works or his designee of their intent to do so no later

than December 31st of this year preceding the option. The Borough shall reimburse the employee the full amount of the value of these days in the first pay period in June of the option year by separate check.

Section 4 – Sick leave is defined to mean absence from duty of an employee because of personal illness, by reason of which such employee is unable to perform the usual duties of his position. Sick leave may also be constructed to mean a short period of emergency attendance upon a member of the employee's immediate family who is so severely ill that it requires the presence of such employee.

Section 5 – In no event shall any employee be entitled to compensation for unused sick leave, except as provided in subsection Section 3 above.

Section 6 – If an employee is absent for three (3) consecutive working days, he must submit a physician's certificate on a form prescribed which will set forth the nature of the illness and the length of time the employee's absence is required.

Section 7 – Where the illness or disability extends longer than seven (7) days, in addition to the requirement of a continuous physician's certificate, the director of the department may require the employee to submit to a medical examination by a physician chosen by said director.

Section 8A – Employees shall be entitled to three (3) days paid personal leave each year because of the death of a husband, wife, child, parent, brother, sister, mother-in-law, father-in-law, or a relative living permanently with said employee.

Section 8B – An employee will be allowed one (1) day paid leave of absence for the attendance of a funeral of a grandparent, grandchild, uncle, aunt, niece or nephew or cousin.

Section 9 – An employee serving on official jury duty will be paid the difference between his normal pay and the pay received for jury service.

ARTICLE XXIV – SEPARABILITY

Section 1 – In the event that any provision or compliance by the Employer or the Union with any provision in this Agreement shall constitute a violation of any law, then and in such event, such provision to the extent only that is so in violation, shall be deemed ineffective and unenforceable, and shall be deemed separable from the remaining provisions of this Agreement, which remaining provisions shall be binding on the parties and shall not be affected.

ARTICLE XXV – SUCCESSORS & ASSIGNS

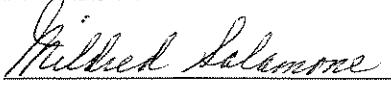
Section 1 – This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be

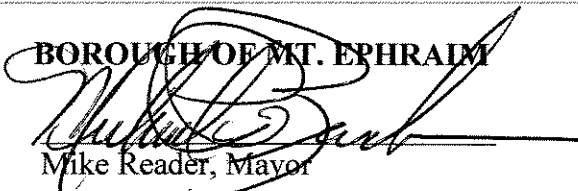
affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto or affected modified, altered or changed in any respect whatsoever by any change in any kind in the legal status, ownership, or management of either party hereto. It shall be the obligation for the acknowledgement recognizing the Union as the continuing bargaining agreement. The requirement for such an acknowledgement shall be made part of any agreement between the Employer and any successor or assign.

ARTICLE XXVI – TERM

Section 1 – This Agreement shall become effective as of January 1, 2004, and shall continue thereafter, until and including December 31, 2006, and shall continue thereafter from year to year unless either party shall give the other notice or intention to terminate or modify this Agreement by written notice given not less than sixty (60) days prior to such expiration date.

ATTEST:


Millie Solomon, Clerk

BOROUGH OF MT. EPHRAIM

Mike Reader, Mayor

IBEW LOCAL 2066


Michael Scott, President

SCHEDULE "A"

Section 1 – The wage rate for all employees covered by this agreement shall be set forth as follows:

- 1/1/04 – salary plus 4%
- 1/1/05 – salary plus 3 ½%
- 1/1/06 – salary plus 3 ½%

Section 2 – The Borough shall pay to each employee covered by this Agreement, who has worked in excess of ten (10) hours prior to 6:00 P.M. in any working day and who is obligated to continue working past 6:00 P.M. a meal expense allowance of \$10.00 per such day.

Section 3 – The Borough shall supply and the employees will wear work clothes, foul weather gear, winter clothing and safety equipment as it deems appropriate. Reimbursement to employees of up to \$100.00 per year for work boots.