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AGREEMENT
BETWEEN BOROUGH OF CLEMENTON

AND

TEAMSTERS LOCAL UNION NO. 676

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

EFFECTIVE DATES: January 1, 2021

UP TO AND INCLUDING: December 31, 2024

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INTRODUCTION

THIS AGREEMENT made by and between **THE BOROUGH OF CLEMENTON** (hereinafter referred to as the "*Employer*") and **TEAMSTERS LOCAL UNION NO. 676, affiliated with the International Brotherhood of Teamsters**, (hereinafter referred to as the "*Union*").

ARTICLE 1 RECOGNITION

The Employer recognizes and acknowledges that *Teamsters Local Union No. 676* is the exclusive representative of the employees in the classifications of work covered by this Agreement, for the purposes of collective bargaining, as may be provided by the *National Labor Relations Act*.

ARTICLE 2 OPERATIONS COVERED

Section 1

The execution of this Agreement on the part of the Employer shall cover all operations of the Employer which are covered by this Agreement, and shall have application to work performed within the classification defined and set forth in this Agreement or any Supplements hereto.

Section 2- Classifications Covered

This Agreement shall cover and govern the following classifications, *all* regularly full-time Blue Collar Employees of the Borough of Clementon.

ARTICLE 3 TRANSFER OF COMPANY TITLE & INTEREST

This Agreement shall be binding upon the parties and to their successors, administrators, executors and assigns. In the event an entire operation is sold, leased or transferred, such operations shall continue to be subject to the terms and conditions of this Agreement for the life thereof only in the event that such sale, transfer or assignment is made for the purposes of voiding this Agreement.

ARTICLE 4 UNION SECURITY

Section 1

The Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members.

Section 2

No provisions of this Article shall apply in any State to the extent that it may be prohibited by State law. If under applicable State law additional requirements must be made before any such provision may become effective such additional requirements shall first be

met.

If any provision of this Article is invalid under the law of any State wherein this Agreement is executed, such provision shall be modified to comply with the requirements of State law or shall be renegotiated for the purpose of adequate replacement.

ARTICLE 5 MANAGEMENT RIGHTS

The Borough, in conformance with law, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- The executive management and administrative control of the Borough government and its properties, facilities and the activities of its employees;
- To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees and to make and modify work rules in connection therewith;
- To suspend, demote, discharge or take other disciplinary action for good and just cause.
- To declare an inter-department emergency for the health, safety and/or welfare of the residents of the Borough of Clementon requiring blue collar employees to respond, stand by, layover or be available as the individual emergency requires. This includes, but is not limited to, snow removal, leaf collection as directed by the Borough Mayor, Office of Emergency Management or authorized designee.
- No member of the Department of Public Works will be required to perform work in an emergency that is not in the normal scope of DPW job descriptions as it relates to manmade disasters. Refusal to participate in work outside the scope of DPW job descriptions and exposure to life threatening health conditions would not be a cause for discipline.

(1) Staffing levels shall be secured in the following sequence:

- (a) Following the pre-determined number of employees required to respond to an inter-department emergency, management shall:
 - i. Solicit qualified volunteers from the Department seniority list.
 - ii. If the pre-determined number of employees is not secured, management shall require the services of employees by reverse seniority. This provision will allow management to secure the necessary personnel to adequately respond to the

emergency condition.

- iii. If the inter-department emergency requires the response of the number of employees which meets or exceeds the blue-collar workforce (i.e. snow removal/leaf collection), management will be permitted to mandate the response of all employees. In addition, management reserves the right to solicit outside vendors when emergency exceeds the blue-collar workforce.

The exercise of the foregoing powers, rights authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only to the extent such specific and expressed terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States and the Ordinances of the Borough of Clementon.

Nothing contained herein shall be construed to deny or restrict the Borough in the exercise of its rights, responsibilities and authority under N.J.S.A. 40A:1 et seq. or any other national, state, county or local laws.

ARTICLE 6 *WORK PERFORMED BY COVERED EMPLOYEES*

The Borough agrees that work covered under this Agreement shall be performed solely by those employees covered under this Agreement. It is recognized by the Union that there are occasions wherein it may be essential to the on-going operation of the Borough functions that certain work be performed by persons other than those covered by this Agreement. It is not the intention of the Borough to eliminate jobs performed by covered employees or to deprive any employee of any work opportunity by means of sub-contracting job functions to independent contractors or to non-bargaining unit employees. However, certain job functions could be sub-contracted or assigned to non-bargaining unit employees such as management in reasonable situations which would not eliminate jobs performed by or work opportunities for covered employees.

ARTICLE 7 *STEWARDS*

Section 1 Appointment and Duties

The Employer recognizes the right of the Union to designate Shop Stewards and Alternates from the Employer's seniority list. The authority of Shop Stewards and Alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

One senior shop steward and one alternate.

1. The investigation and presentation of grievances to the Employer or the Employer's designated representative, in accordance with the provisions of the Collective Bargaining Agreement.
2. The collection of dues when authorized by appropriate Local Union action.
3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its' Officers, provided such messages and information have;
 - a. been reduced to writing;
 - b. are of a routine nature, and;
 - c. do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Section 2 Shop Steward

Under no circumstances shall the Employer discriminate against the Shop Steward because of his/her activities as such.

Section 3 Orders and Decisions Not to be Made

Shop Stewards and Alternates shall not give orders to employees nor countermand the orders of management. Further, they shall not be the sole judge in determining whether a piece of equipment is unsafe.

"All equipment safety concerns shall be reported to the Public Works Director by the Shop Steward. The Public Works Committee Councilmembers of the Borough of Clementon shall have the right to investigate and determine disputes regarding unsafe equipment." Unsafe equipment or conditions shall be immediately reported to the DPW Supervisor in charge of that task.

Section 4 Investigation of Grievances by the Shop Steward

Shop Stewards shall be permitted to investigate, present and process grievances on the property of the Employer without loss of time or pay. In addition, all grievance investigations shall be processed in a timely fashion.

Section 5 Pay for Time

Whenever the Shop Steward is required to attend any grievance hearings attended by representatives of the Employer and the Union, he/she shall be compensated by the Employer for time lost during regular hours only.

ARTICLE 8

ABSENCE

Section 1 Sick Leave

As written in the Borough's Policies and Procedures.

Section 2 Comp time

As written in the Borough's Policies and Procedures.

Section 3 Personal Holidays

As written in the Borough's Policies and Procedures. Personal holidays are awarded to full time employees only.

Section 4 Seniority

Inability to work because of proven illness or injury shall not result in loss of seniority rights, except as a result of criminal activity.

ARTICLE 9

MILITARY SERVICE

When a full-time employee (either permanent or temporary) who is a member of the reserve component of any United States armed force or the National Guard of any state including the Naval Militia and Air National Guard is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave shall be with full pay for the first ninety (90) days. (Thereafter, the leave shall be without pay but without loss of time) or (Thereafter, the employee shall be paid the difference between military salary and the employee's regular salary) The paid leave will not be counted against any available time off including but not limited to vacation, sick or personal time. A full-time temporary employee who has served less than one year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time.

Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave plus additional thirty (30) day calendar days after the paid leave is exhausted. After this period has expired, employees may continue coverage for themselves or their dependents under the NJ STATE HEALTH BENEFITS group plan by taking advantage of the COBRA provision. Members of the State administered retirement systems (PERS and PFRS) will continue accruing service and salary credit in the system during the period of paid leave.

Pursuant to the Uniformed Services Employment and Reemployment Rights Act, any employee released from active duty under honorable circumstances shall return to work without loss of

privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or eight (8) hours after the end of military duty, with reasonable allowances for commuting.; for service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement with fourteen (14) calendar days after completing military duty; for service greater than one hundred and eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.

ARTICLE 10 PROMOTIONS

Section 1

When promoting employees to jobs coming within the scope of this Agreement, the Employer shall have the right to select qualified persons, but as between qualified persons, preference shall be given according to seniority. Employees shall have an equal opportunity to qualify for any promotion within the scope of this Agreement. All Position titles included in the contract may not be filled at any given time, and shall only be filled based on the need established and recognized by the municipality.

ARTICLE 11 LEAVING THE BARGAINING UNIT

Section 1

Any employee within the scope of this Agreement who elects to become part of management shall lose all seniority rights after thirty (30) days if the employee elects to stay in management. If the employee decided to return to the bargaining unit at the end of the thirty (30) days, he/she may do so without loss of seniority rights.

ARTICLE 12 MAINTENANCE OF STANDARDS

Section 1 Protection of Conditions

The Employer agrees that all conditions of the employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement.

The conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date

of error.

This provision does not give the Employer the right to impose or continue wages, hours, and working conditions less than those contained in this Agreement.

ARTICLE 13 EXTRA CONTRACT AGREEMENTS

The Employer or employee shall not enter into any agreement or contract with his/her employees or his/her Employer individually or collectively which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE 14 GRIEVANCES

Written verbal warnings are not grieve able.

FIRST STEP:

In the case of any such grievance or dispute the Union Steward shall take the matter up with the employer, and the Municipal Administrator shall serve as the employer representative.

Every effort shall be made to reach a mutually satisfactory resolution. The Union Steward shall be present at all times when the employee has a grievance with the employer. The employee shall also be present.

SECOND STEP:

If no solution can be reached the Grievance shall be forwarded to the Mayor and Council in an endeavor to adjust it amicably.

THIRD STEP:

If the grievance is not settled in the second step set forth above, the parties shall submit the grievance to arbitration. The cost of arbitration shall be borne equally by both parties.

Section 1 Filing of a Written Grievance

All employees covered under this Agreement shall have seven (7) days to file a written grievance after the grievance has become known; and ten (10) days for an employee that may be absent because of illness and/or injury. The employer shall have ten (10) days to respond in writing with a determination at each step of the grievance process.

ARTICLE 15 GRIEVANCES INSPECTIONS

Section 1 Inspection Privileges/ Access to Premises

Upon notice to the Employer, authorized agents of the Union shall have access to the Employer's premises at any time during working hours for the purposes of adjusting disputes,

investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to.

Section 2 Inspection of Payroll Records

Whenever a complaint is made concerning wages, vacations and/or holidays of an employee, with proper written notice, an authorized agent of the Union shall have the right to inspect the Employer's payroll records of the Union employees only, and the time cards of the employee, during the grievance procedure.

ARTICLE 16 SEPARATION OF EMPLOYMENT

Separation of employment payment to be made in accordance with policy and procedure manual
50% unused sick

100% unused vacation

\$15,000 Max

No payment of personal

Payout prorated based upon the number of months worked prior to termination/resignation and hours actually earned.

No payment shall be made of final pay or monies owed until such time that all Borough issued equipment and keys are returned.

ARTICLE 17 COMPENSATION AND INSURANCE

Section 1 Compensation Claims

Worker's Compensation Policy contained within the Borough's Policy and Procedure Manual. Employees who suffer job related injuries and illnesses might be entitled to medical expenses, lost income, and other compensation under the New Jersey Workers Compensation Act. Any occupational injury or illness must be immediately reported to a Supervisor. All required medical treatment must be performed by a Workers Compensation Physician appointment by the Borough of Clementon and payment for unauthorized medical treatment mat not be covered pursuant to the Act.

Section 2 Federal and State Benefits

The Employer shall provide employees with *Worker's Compensation Insurance, Temporary Disability Insurance, and Unemployment Insurance* as required by Federal and/or State Law.

Section 3 Life Insurance

In accordance with the governing public employee retirement system, employees are provided a life insurance policy and shall be administered by the New Jersey Division of Pensions. Clementon Borough shall also provide an individual policy in the amount of \$20,000.

ARTICLE 18 CONDITIONS OF WORK SAFETY

A. It is understood by the parties that the performing of the various job functions covered by this Agreement may involve a certain degree of inherent danger and risk. It is the Borough's intent to provide safe working conditions and equipment for the protection of its employees. However, in the event that a person covered under this Agreement feels that there is an imminent danger in operating a piece of Borough equipment or completing an assigned task, such employee may cease operating such equipment or completion of such assigned task, and will immediately report such action to his immediate supervisor, who shall make the final determination, which shall not be in violation of any Federal, State or municipal law or ordinance as to continued operation of the equipment and completion of the assigned task. A person shall not be subject to discipline for taking such action, unless they refuse to continue operation of equipment or completion of assigned task after have been told to do so by the appropriate management personnel.

It is not the intent of members of the Union to use this clause for purposes of slowdown, work stoppage or other such job actions.

- B. Employees must account for and maintain any Borough tools and equipment which are specifically assigned to them.
- C. All Public Works vehicles used for snow removal operations will be equipped, whenever possible, with two-way radios. Drivers will be responsible for reporting road conditions, hazards, and areas in need of additional services and all deficiencies to the shift Supervisor.
- D. All new Public Works heavy equipment will be equipped with the latest safety features and "backing warnings".

ARTICLE 19 REPORTS OF DEFECTIVE EQUIPMENT

Employees shall immediately, or at the end of their shift, report all defects in equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee.

The Employer shall not ask or require any employee to take out equipment that has been reported in an unsafe operating condition until same has been approved as being safe by management. When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in an unsafe working/operating condition, and receives no consideration from the Employer, he/she shall take the matter to the Union.

No employee shall be required to pay for loss or damage unless it shall first be proven that such loss or damage was caused entirely by the employee's gross negligence or improper act.

No deduction shall be made from any employee's pay at any time for any loss or damage to equipment.

ARTICLE 20 REPORTING ACCIDENTS

Any employee involved in an accident shall promptly report said accident to his/her Employer.

Accidents involving physical injury call 911 immediately. Reporting Accidents per the Boroughs Accident Policy and Procedures manual.

ARTICLE 21 DISCIPLINE AND DISCHARGE:

The parties hereto agree that cause for immediate dismissal without first informing the business agent of the Union shall be as follows:

1. Calling or participating in any strike, work stoppage, slowdown, sick-out, walk-out or like action;
2. Drunkenness established during working hours, on-call hours or being under the influence of alcohol during working or on-call hours. If an employee refuses to take a properly administered breathalyzer examination, he shall be subject to an immediate suspension of no more than 24 hours. No personnel shall consume alcoholic beverages during the entire workday, including lunch and any on-call time;
3. Theft;
4. Assault on Borough employees, Borough representatives or assault upon any person during working hours;
5. Carrying unauthorized passengers in a Borough vehicle or unauthorized use of Borough property or equipment, or release or compromise of legally defined confidential information;
6. Possession and/or use of drugs or substances in violation as defined in N.J.S.A. 24:21-1, et. Seq.;

7. Conviction of a Federal and/or indictable State criminal offenses;
8. Serious neglect of duty;
9. Gross insubordination defined as refusal to immediately obey a direct work order from a Supervisor;
10. Working in an unsafe manor, endangering yourself or others, failure to wear PPE.

The Borough shall make any of the above charges against any employee within ten (10) days after discovery of the misconduct. In all areas of disciplinary procedures, the grievance procedures enumerated and contained in this Agreement shall be applicable. Warning notices and suspensions shall not remain in effect and shall be removed from the employee's file upon the expiration of five (5) years following the date of such notice.

Section 2 *Warning Notices*

The warning notice shall remain in effect for a period of six (6) months from the date of such warning notice. An employee shall not be suspended until the Local Union has been given forty-eight (48) hours written notice. Saturdays, Sundays and holidays shall be excluded in determining the forty-eight (48) hour period.

ARTICLE 22 **DISCRIMINATION**

There shall be no discrimination by the Employer against his/her employees because of Union activities, nor shall there be any discrimination against any employee because of race, creed, sex, age, nationality or sexual orientation in placement and retention of employment, or in hours, wages or working conditions of the employees.

ARTICLE 23 **PAID FOR TIME**

Section 1 General

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Any employee called in and reporting for work in a declared snow and /or ice emergency within one (1) hour prior to the time to report, shall receive one (1) hour pay for travel time in addition to any other earnings for that day. The Public Works Director or his designee may declare the emergency. In addition, any employee called in for any services outside the employee's normal work schedule shall receive two (2) hours overtime between the hours of 6:00am through 10:00pm between the hours of 10:00pm through 6:00am the employee shall receive three (3) hours overtime Monday through Sunday. There shall be no additional

compensation for holidays.

Section 2 Break Period

All employees shall receive a fifteen (15) minute break period in the a.m. and a fifteen (15) minute wash up break in the p.m., without loss of pay. The wash up period will be the last fifteen (15) minutes of the shift.

A. In the event that an employee is required to remain at work following the end of his/her regular shift as a result of a declared emergency or snow day, he/she shall be entitled to a paid fifteen (15) minute rest period prior to starting such emergency or snow removal service. Employees shall be entitled to a one half (1/2) hour paid rest period upon the completion of each four (4) hours of emergency or snow removal work.

Section 3 Death in the Family

Employees are entitled to 4 consecutive calendar days leave of absence for each death of an employee's immediate relative. Bereavement Leave shall not exceed beyond 4 consecutive calendar days immediately following the death of a family member. "Immediate Relative" includes spouse or significant other, civil service union partner, child, parent, sibling, grandparents, grandchildren. Employees are paid for all working days during the Bereavement Leave. In the case of death of a spouse, five additional days will be allowed to attend to personal family arrangements.

Section 4 Holidays

Paid Holiday Policy:

Employees are entitled to the following paid holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

A Holiday falling on a Friday or Saturday will be observed on the preceding Thursday for

employees normally scheduled for a four-day workweek. Employees normally scheduled under a 5-day work week shall observe Saturday Holidays on the preceding Friday.

A holiday falling on a Sunday will be observed the following Monday. An exception to this policy will be in effect for Veteran's Day. Veteran's Day will be celebrated on the 11th of November when it falls on an employee's scheduled work day. In the event the holiday falls on a Friday, Saturday or Sunday, a "floating holiday" will be granted to those employees normally scheduled off on such days. Use of the "floating holiday" must be approved in advance by the Administrator and scheduled no less than one week prior to the anticipated date of use. The "floating holiday" shall be utilized within the current calendar year or shall be forfeited. The "floating holiday" may not be combined with any other scheduled holiday.

Only employees working a 40-hour, 5-day workweek shall be entitled to the Good Friday Holiday. Those employees normally scheduled to work on the Friday after Thanksgiving shall be granted a "floating holiday" to be used in the same manner as described above.

Holidays which fall within an employee's vacation period shall be celebrated at the employee's option, either immediately before or immediately following his/her vacation period.

It is understood that there should be only one day of celebration in the event the holidays are celebrated on a date other than the actual day of said holiday, and no additional day shall be received because of the adjustment of the day of celebration.

When the Borough declares by formal action, a day off for all Borough employees, those who are required to work on such a day off shall be given compensatory time at a later date. This provision has no applicability when holidays are declared or granted pursuant to a contract with other representative associations or unions.

Part time employees whose regularly scheduled work day falls on a holiday shall be compensated for the hours regularly worked.

ARTICLE 24 **DUES DEDUCTION**

Section 1 **Dues**

- a. The Employer agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- b. A check-off shall commence for each employee who signs an authorization card, supplied by the Union during the month following the filing of such card

with the Employer.

- c. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Employer written notice thirty (30) days prior to the effective date of such change and shall furnish to the Employer an official notification on the letterhead of the Union and signed by the President or Secretary-Treasurer of the Union advising of such changed deduction.
- d. The Union will provide the necessary "check-off authorization" forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Employer.
- e. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Employer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

ARTICLE 25

WORK SCHEDULE

- A. The regular starting or quitting time of work will not be changed with less than three (3) days-notice to the affected employees.
- B. The regular scheduled work week for bargaining unit employees shall consist of five (5) consecutive days, Monday through Friday, eight (8) consecutive hours per day, forty (40) hours per week, exclusive of the meal period. Employees reporting to work as scheduled shall receive eight (8) hours work pay.
- C. All employees shall be entitled to a forty-five (45) minute lunch period. The first fifteen (15) minutes shall be paid, and the ensuing thirty (30) minutes unpaid. The employee's lunch period shall commence and end at the place of the employee's work assignment. On days when the employees work day schedule is from 7 a.m. to 3:30 p.m. employees shall not leave the work site for lunch until 11:45 a.m. and must return to the work site at 12:30 p.m. On days when the employees work day schedule is from 6:30 a.m. to 3 p.m. employees shall not leave the work site for lunch until

11:15 a.m. and must return to the work site at 12:00 a.m.

- D. Bargaining unit employees shall receive a break period of fifteen (15) minutes in the first half of the employee's shift.

Section 2 Pay Day

When the regular pay day occurs on a holiday, the Employer shall pay the employees on the regular work day immediately preceding the holiday.

Section 3 Statement of Earnings

Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose. All paid time off shall be designated as such on employee's pay stub. Pay stubs will be an acceptable statement.

ARTICLE 26

GENERAL / UNIFORMS

Section 1 Posting of Notices

The Employer agrees to the posting, within the business premises, of notices of Union meetings, etc. on a designated bulletin board located at the main office and facility occupied by the Public Works and Water/Sewer Department.

Section 2 Wage Executions

No employee shall be discharged or otherwise disciplined or penalized as a result of any attachment, execution, or assignment of his/her wages, whether voluntary or involuntary, however, the employee must make adequate arrangements to pay attachments.

Section 3 Company Rules

The Employer may establish such rules as he/she deems necessary or desirable provided that such rules are not in conflict with the terms of this Agreement. A copy of such rules shall be sent promptly to the Union

Section 4 Uniforms

- A. The Borough, at its expense, shall supply the initial uniforms for all newly hired employees covered by this agreement after said employee completes the probationary period as listed in the Civil Service Rules and Regulations.

Initial Issue for new Employees

5 Pants
4 Short Sleeve Tees
2 Long Sleeve Tees

- 1 Three Season Jacket
- 1 Winter Jacket

A. Each January, each employee shall receive \$500 worth of clothing and boot allowance for the year 2021, \$550 for the year 2022, \$550 for the year 2023 and \$550 for the year 2024. The Borough shall provide a vendor for each employee to obtain work garments. The above amount is inclusive of garment replacement for fair wear and tear throughout the calendar year.

Section 5 Sanitary Conditions

The Employer shall provide suitable sanitary conditions for his/her employees, such as toilets, and hot and cold running water.

ARTICLE 27

VACATIONS

Paid vacation. Vacation time schedules may be modified by collective bargaining agreements and/or individual labor contracts. Permanent Full-Time employees shall be granted vacation leave as follows:

Vacation time in the first (1st) full year of service shall be allowed at a rate of eight (8) hours per month of employment and may be taken after it has been earned.

Vacation time in the second (2nd), third (3rd), fourth (4th), and fifth (5th) year of service shall be allowed at the rate of 96 hours per year.

Vacation time during the sixth (6th) year of service and through the tenth (10th) year of service shall be allowed at the rate of 120 hours per year.

Vacation time during the eleventh (11th) year of service and through the twentieth (20th) year of service shall be allowed at a rate of 160 hours per year.

Vacation time in the twenty first (21st) year of service and thereafter shall be allowed at the rate of 200 hours per year.

Vacation time for all employees shall be scheduled and taken with the calendar year it is earned. The vacation schedule shall be promulgated by the Department Head. Requests for specific vacation times and period of forty or more hours shall be made to the Department

Head by May 15th of each year so that schedules can be made without undue hardships or burdens. It is understood that the vacation scheduling must be established so that it does not seriously impair functioning of the Department.

Though vacations should be taken within the calendar year, as aforesaid, up to one year of vacation time may accumulate into the following year and no further. The request of accumulation of vacation time should be submitted to the Department Head prior to the termination of the calendar year in which these vacation hours are earned. In the event that there is a conflict within the regulations of the Department of Civil Service, it is understood that the Civil Service regulations shall govern.

After completion of one full year of employment, vacation time will then be credited on January 1st of each succeeding year in anticipation of full employment for the calendar year. On the other hand, if employment ceases during that year, prior to the actual earning of the vacation time, and said employee has already taken the time contemplated by this section, he or she will pay back the Borough of Clementon, upon termination of employment, that amount of pay allotted to the vacation time which was improperly anticipated. If an employee leaves employment during the calendar year and he/she has used all vacation time for the year, the employer may recoup such time from any salary that the employee might have done.

Employees who have not yet reached permanent status, such as temporaries or part-time employees, shall be entitled to vacation leave at the rate of eight (8) hours per month of employment and may be taken after it is earned. If an employee dies while having unused vacation time, a sum of money equal to the amount of vacation time based upon the compensation of such employee, shall be calculated and paid to the estate of said employee.

ARTICLE 28

HEALTH & LIFE INSURANCE POLICY

Section 1

Employees and their immediate family members, including civil union partner, are provided health insurance coverage administered by the New Jersey Health Benefits Plan. Full Time employees are eligible to join the plan after 60 days. They will be notified at this time and given the opportunity to sign up for the insurance plan without taking a physical exam or providing

proof of insurability. The insurance card from the insurance company outlining all of the various benefits will be given to the employee when eligible. The Borough of Clementon also provides prescription, dental, disability and group life insurance to employees.

Section 2

Health insurance coverage for employees on Leave of Absence or who cease Municipality employment for any reason will terminate at the end of the month in which the leave begins or employment is terminated except coverage will continue for up to twelve weeks for employees on leave pursuant to the Family and Medical Leave Act and up to thirty weeks for employees on Military Leave. Upon termination of coverage, employees may extend health insurance coverage for themselves or their dependents by taking advantage of Public Health Service Act provision for a period of up to eighteen months to thirty-six months. All newly hired employees and their spouses shall receive a notice of Cobra rights upon being hired.

Section 3

Borough will provide annual eye glass or contacts reimbursement in the amount of \$150 per year. Employee shall provide proof of purchase/employee. expense to be reimbursed.

ARTICLE 29

JURY DUTY

"An employee required to render jury service shall be entitled to be absent from work during that service and will be paid the regular rate of pay upon presentation of the proper evidence of jury service." All compensations received from the court shall be signed over to the Borough.

ARTICLE 30

GUARANTEE

1. All hours paid will be considered hours worked.
2. There shall be an eight (8) hour guarantee for any day, Monday through Friday, for all Blue-Collar employees with a normal duty day from 7:00 a.m. until 3:30 p.m. including a half hour paid lunch break. On good cause shown by the employer or given emergency situations based upon weather or other factors, the employer at its sole discretion may alter this day to 6:30 a.m. to 3:00 p.m.
3. There shall be a minimum TWO (2) hour guarantee for any call out.
4. The rate paid for any call out will be one and one-half (1 1/2) times the employee's base rate of pay per hour. This call out rate will apply regardless of the number of hours worked during the normal duty day or the normal duty week.
5. There shall be a guaranteed overtime rate of one and one-half (1 1/2) times the employee's base rate of pay per hour for work that continues beyond eight (8) hours in any one (1) day or forty (40) hours in any one (1) week.

6. Any employee who works on Saturday, Sunday or on a holiday shall be paid at the rate of time and a half plus holiday.
7. There shall be a minimum TWO (2) hour guarantee for an employee called back to work after the conclusion of his normal shift.

ARTICLE 31

WAGES

Section 1

Salary Schedule I and Schedule II

Section 2

Employees are to be qualified under the P.E.R.S. System.

Section 3

Employees who hold and maintain the following license and certifications shall receive an additional \$0.50 per-hour for each license/certification held with a six (6) month waiting period to allow the Borough to re-coop the cost of the training for such license:

- A. NJDEP C-1, W-1, T-1, C-2, W-2, T-2
- B. Certified Backflow tester. CBT
- C. Certified Recycling Professional CRP
- D. Sustainable Resource Management Professional SRMP

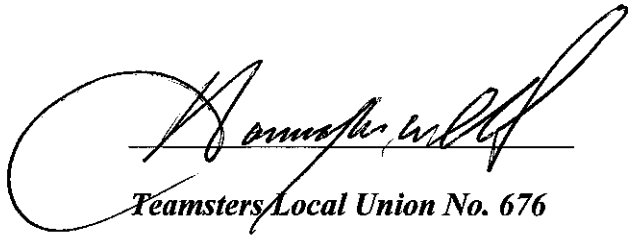
ARTICLE 32

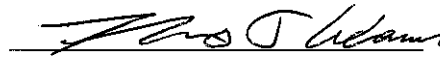
TERM OF AGREEMENT

This Agreement shall be in full force and effect from the *1st day of January, 2021*, and shall remain in effect until the *31st day of December*, and shall continue in force from year to year thereafter unless and until either of the parties hereto shall give to the other party sixty (60) days written notice prior to the end of the original term in, or sixty (60) days written notice prior to the end of a subsequent year, an intention to terminate at the end of the original term or the then current year. In the event of an inadvertent failure by either party to give the notice set forth above, such party may give such notice at any time prior to the termination or automatic renew date of this Agreement. If a notice is given in accordance with the provisions of this *Article*, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

In witness whereof, the parties hereto have set their hands and seals this ____ day of

_____, 2021


Teamsters Local Union No. 676



Borough of Clementon

5-17-2021

Date

514121

Date

