

AGREEMENT

Between

THE BOROUGH OF HELMETTA
MIDDLESEX COUNTY, NEW JERSEY

51 MAIN STREET
HELMETIA, NEW JERSEY 08828

-And-

SERVICE, PROMOTION, MERCHANDISING, AND ALLIED
PRODUCTS, WHOLESALE, DISTRIBUTION, TEXTILE HOUSEHOLD
PRODUCTS AND INDUSTRIAL AND ALLIED TRADES WORKERS;
CLERICAL & HEALTH RELATED SERVICES UNION; DRUG,
CHEMICAL, COSMETIC, PLASTICS AND AFFILIATED INDUSTRIES
WAREHOUSE SERVICE INDUSTRY;
AIRLINE, AIRPORT AND AEROSPACE EMPLOYEES, LOCAL 210, AFFILIATED WITH
THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

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AGREEMENT made and entered into as of the ___ day of May 2022 by and between Service, Production, Merchandising and Allied Products, Wholesale, Distribution, Textile Household Products and Industrial and Allied Trades Workers; Clerical & Health Related Services Union; Drug, Chemical, Cosmetic, Plastics and Affiliated Industries Warehouse; Service Industry; Airline, Airport and Aerospace Employees, LOCAL 210, affiliated with the International Brotherhood of Teamsters and its successors, having its principal place of business at 55 Broad Street, New York, New York 10004, hereinafter referred to as the "Union"; and

The Borough of Helmetta, having its principal place of business at 60 Main Street, Helmetta, New Jersey 08828, hereinafter referred to as the "Employer".

WITNESSETH:

In consideration of the mutual covenants, provisions and conditions of this Agreement and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agency for the employees of the Public Works Department as defined in the Labor Management Relations Act, as amended, and excludes the Director of Public Works and Public Works Supervisor.

ARTICLE 2 - SUCCESSORS AND ASSIGNS

This Agreement shall apply to the establishments now or hereafter owned, maintained, operated and/or controlled by the Employer, his successors and assigns.

ARTICLE 3 – CONDITIONS OF EMPLOYMENT

Section 1. All newly hired employees covered by this Agreement shall serve a probationary period of ninety (90) days. The probationary period of any such employee may be extended an additional ninety (90) days upon written notice to the Union.

Section 2. During the aforementioned probationary period, the Borough may discharge such employee for any reason whatsoever. Any employee discharged during such probationary period, shall not have recourse to the grievance procedure as set forth in this Agreement or ability to appeal.

ARTICLE 4 – SENORITY

Seniority shall be applied in cases of layoff, rehiring and vacation. Seniority shall be determined based on length of service with the Borough of Helmetta and the ability to perform the work.

ARTICLE 5 – HOURS OF WORK

(A) The normal workweek of the employees covered by this Agreement shall be forty (40) hours, consisting of five (5) days, eight (8) hours per day, with a thirty (30) minute paid lunch per day. The normal workweek is Monday through Friday. Each employee is afforded one (1) paid fifteen (15) minute break for each half-day period of work. Morning and afternoon shall each be considered a half-day period of work and equivalent periods of shift work shall also be considered half-day periods of work.

(B) Employees covered under this Agreement shall be expected to be available to work a reasonable amount of overtime.

(C) Employees called in after his/her shift shall be paid a minimum of two (2) hours, except for preplanned or scheduled overtime, including, but not limited to, snow and flood emergencies, community center cleaning, and town events. This provision shall not apply to any work performed in accordance with Article 8.

ARTICLE 6 – WAGES

January 1, 2022 – 3% increase

January 1, 2023 – 3% increase

January 1, 2024 – 3% increase

Salary increases shall be paid on January 1 of every contract year.

ARTICLE 7 – OVERTIME

Any employee who works in excess of forty (40) hours per week shall be afforded overtime compensation for only those hours worked over forty (40) hours. The overtime compensation shall be paid at one and one-half (1 ½) times the regular hourly rate. An employee may use an accrued leave day to fill in time worked in the week for the forty (40) hours.

Base pay for hourly employees shall be computed by multiplying the employee's base hourly rate by regular hours worked in the previous year to obtain an annual base salary. Overtime hours are not included in this calculation.

ARTICLE 8 – CALL-OUT TIME

*THIS ARTICLE SHALL ONLY BE APPLICABLE TO PUBLIC WORKS EMPLOYEES DURING A SNOW EMERGENCY OR NATURAL DISASTER AS DETERMINED BY THE TOWNSHIP ADMINISTRATOR.

Employees covered by this Agreement shall be paid two (2) hours for any day the employee is placed on call. In the event the employee is called into work while on call, the employee shall receive eight (8) additional hours pay at his regular rate in addition to actual hours worked paid in accordance with the terms of this Agreement.

In the event employees covered by this Agreement are called out to work on weekday; weekends, holidays, vacation or personal days, the employees shall receive two (2) hours to be paid at one and a half (1 ½) times his regular pay in addition to hours worked paid in accordance with the terms of this Agreement.

ARTICLE 9 – JOB TITLES

All employees of the Borough of Helmetta may only work in a job title whose job description and duties are actually performed. Changing of job titles only occurs where and when an employee performs duties/responsibilities of that new job title. Changing of job titles is not used to obtain pay advancement. Upgrading a job title shall not be used solely or primarily for increasing an employee's compensation.

ARTICLE 10 – SEPERATION FROM SERVICE

An employee wishing to resign must give two (2) weeks notice to his/her Department Head.

Any conditions or benefits regarding retirement will be implemented/paid according to the rules and regulations of the Public Employment Retirement System (P.E.R.S.)

ARTICLE 11 – HOLIDAYS

(A) The Borough shall recognize the following holidays as paid holidays (In the event an employee is required to work on one of the below listed holidays, the employee shall be paid at one and one-half times his regular pay for such hours worked on a holiday):

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day
11. Veterans Day
12. Thanksgiving Day
13. Friday after Thanksgiving
14. Christmas Day

When a paid holiday falls on a Saturday, it is observed on the preceding Friday; if it falls on a Sunday, it is observed on the following Monday.

(B) There shall be no compulsion on any employee to work on a holiday, unless an emergency arises (defined as immediate or imminent threat involving public health or safety).

(C) Any employee who is laid off seven (7) days prior to a holiday shall be paid his wage for that holiday.

(D) Employees who are required to work on a holiday are entitled to time off with pay equal to the amount of time actually worked on the holiday. Hours worked on a holiday are included in any calculation of overtime. Where possible, the employee's request for using the earned time off with pay shall be honored. Any time off earned must be used within thirty (30) days of the worked holiday or it is forfeited.

ARTICLE 12 – PERSONAL DAY

Employees in the bargaining unit shall receive three (3) personal days, which are days off with pay. The scheduling of these days will be based on consideration of the department's manpower needs and the needs of employees. Each department will make every reasonable effort to grant employee days off when so requested.

An employee must give twenty-four (24) hours notice in order to use personal day, except in the case of an emergency.

Personal days must be used in the current years and may not be carried over to the following year.

ARTICLE 13 – VACATIONS

All full time salaried, full time, part time salaried (A) and part time (A) employees earn vacation leave in accordance with the following schedule:

<u>Step</u>	<u>LENGTH OF SERVICE</u>	<u>AMOUNT OF VACATION</u>
1	6 months to 12 months	1 day per month not to exceed 5 working days
2	12 months plus 1 day to 60 months	10 working days vacation during each year
3	60 months plus 1 day to 120 months	15 working days vacation during each year
4	120 months plus 1 day to 240 months	20 working days vacation during each year
5	240 months plus 1 day or more	25 working days vacation during each year
6	25 years or more	6 weeks during each year

As of January 1, 2010 new employees will not be able to accrue vacation time. The yearly allotment of vacation must be used by the employee or reimbursed to the employee by the Borough at the end of the calendar year. The employee may elect to be paid for the unused vacation days allowed for that year to a maximum of one-half of the yearly vacation allowance in which event no unused vacation days will accrue.

Employees are eligible to take vacation after six (6) months of employment.

All vacation days shall be prorated during the first and last year of employment.

ARTILCE 14 – INJURY LEAVE

An employee who is injured in the performance of his/her duties shall immediately report the accident to his/her department head. The employee shall complete the form provided for such a report unless his/her injury incapacities the employee. If so, the supervisor or their designee shall assist the employee. The completed accident report form shall be submitted to the Business Administrator within twenty-four (24) hours. Employees absent due to on-the-job injury are eligible for coverage under the Borough's Worker's Compensations policy (See Worker's Compensation section in the employee handbook). Employees are afforded compensation on workers compensation pursuant to State law.

The Borough, in conjunction with a determination by its insurance carrier, may require a medical examination by a licensed physician designated on behalf of the Borough at any time during the employee's absence and may require a certificate of fitness to work, prior to allowing the employee to return to work.

ARTICLE 15 – SICK LEAVE

Sick leave is provided to all employees for use when, and only when an employee is unable to perform the employee's work due to personal illness, accident, or exposure to contagious disease, in accordance with the provisions of this Section.

To ensure that no employee poses a threat to other employees, any employee using sick leave for five or more consecutive days must submit medical verification, such as a physician's note memo substantiating the duration of the illness or injury and that the employee can return to work.

All full time salaried and full time employees shall be entitled to sick leave of ten (10) days for each year of employment. Part time employees shall be entitled to sick leave of five (5) days for each year of employment. Sick leave may be carried over to subsequent years up to a cap of one hundred and twenty (120) days for full time salaried and full time employees and up to a cap of sixty (60) days for part time employees. Employees shall not be entitled to sick pay out upon separation or retirement.

Employees must inform their supervisor at the earliest opportunity in order to utilize sick time. Every effort must be made by the employee to notify the supervisor prior to starting time to avoid the absence being charged as an unauthorized absence. If the employee is unable to contact their supervisor, the employee shall advise the Borough Administrator.

ARTILCE 16 – NEW JERSEY TEMPORARY DISABILITY PLAN

All Borough employees will be enrolled in the New Jersey Temporary Disability Plan. Deductions will be made from the employee's earnings and will be matched by the Borough.

ARTILCE 17 – HEALTH AND DENTAL INSURANCE COVERAGE

All employees covered by this Agreement working an average of 30 or more hours per work week shall be furnished, at the Borough's expense, coverage under the New Jersey State Health Benefit Program, including major medical coverage or the complete equivalent. All employees covered by this Agreement working 12 hours or more per week shall be entitled to enroll in a dental plan in which the Borough participates by contributing a monthly sum as determined from time to time by the Governing Body.

For employees covered by this agreement, employees shall only be provided health coverage for themselves (single coverage). The employee may elect to have his or her dependents added to the policy upon payment to the Borough of the monthly premium for dependents.

All employees shall contribute to health benefits at the Tier IV rates as set forth in Chapter 78, P.L. 2011. See Attached Chart.

All new hires upon retirement, will be offered health coverage to employees only and not their dependents. All new hires insurance plan offered will be "Horizon Direct 15." If new hires want a different plan, they must pay the difference.

ARTICLE 18 – REIMBURSEMENT

(A) Employees shall be entitled to be reimbursed for certain expenses incurred in the performance of business on behalf of the Borough. Among these shall be: mileage at the accepted, rate for IRS purposes; tolls with receipt; meals at a maximum rate of breakfast-\$8.00; lunch-\$10.00; and dinner-\$20.00, actual expense not to exceed the amount stated. No reimbursement will be made without a receipt.

Training:

(B) Employees are eligible to participate in training courses and seminars that are job related. The Borough may pay the cost of tuition and registration for appropriate training. Requests will be considered, within budget constraints and course utility. A request for such training must be submitted in writing to the respective department supervisor and Business Administrator. All such, requests must be given to the supervisor at least two (2) weeks in advance of registration. For course work, a grade of "C" or better or satisfactory completion if not a graded course is required for reimbursement by the Borough when such course of study has been approved.

ARTICLE 19 – BEREAVEMENT LEAVE

All employees are eligible to receive a maximum of five (5) working days leave in the event of the death of the employee's spouse, domestic partner, child, brother, sister, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, grandparent, grandchild; and one (1) day for all other-relatives, such leave being separate and distinct from any other leave time.

The need for bereavement leave should be communicated to the employee's supervisor or the Business Administrator by the employee. The employee will be compensated for time lost during said period from regularly schedule work, not exceed three (3) days.

ARTICLE 20 – JURY DUTY

Should an employee be called to serve as a juror, he/she shall receive pay from the Borough for all time spent on jury duty.

ARTICLE 21 – SAFETY

Safety consciousness and accident prevention are a part of everyone's job. Supervisors are responsible for teaching safe work procedures, knowing, understanding, and enforcing all safety rules and regulations. Employees will report all unsafe conditions and practices to their supervisors immediately. Injuries on the job must be reported at once to the supervisor, so that he/she may arrange for proper treatment.

ARTICLE 22 – NO REDUCTION IN BENEFITS

There shall be no reduction of wages/benefits through the signing of this Agreement. There may be a reduction in stipends or salary depending on whether or not the employee is continuing to perform the duties for the stipend or additional job. This shall apply to all new hires.

ARTICLE 23 – WAIVER OR MODIFICATIONS

Neither the employer or the employees or group of employees shall have the right to waive or modify the wage schedule of the Agreement, or any provision of this Agreement without the written authorization of the Union.

ARTICLE 24 – CLOTHING ALLOWANCE

Uniforms shall be supplied by the Borough and replaced upon a reasonable amount of wear. Work boots are to be issued to all employees annually from a vendor appointed by the Borough, and paid for by a voucher in an amount not to exceed seven hundred and fifty (\$750.00) dollars per year.

ARTICLE 25– UNION DUES

(A) Deductions shall be made for membership dues and initiation fees to the Union, from the first paycheck of the employee, after the completion of the trial period and upon receipt by the Union and the Employer, of the individual's written authorization and bi-weekly thereafter. The written authorization shall not be irrevocable for a period of more than one (1) year, or upon the termination date of the applicable collective agreement, whichever occurs sooner.

(B) The deductions shall be remitted to the Union not later than the tenth (10th) day of the subsequent month.

(C) The Employer shall furnish the Union monthly record of those, for whom deductions have been made and the amounts thereof.

(D) Any monies deducted from the employees are to remain the property of the Union, and in no event shall the Employer be permitted to use said monies for any purpose.

(E) The Union shall indemnify and hold the Borough harmless against liability which may arise because of actions of the Borough in deduction and transmission of the union membership dues and/or initiation fees. The Borough will make available to the Union any information within its control for which the Union would have reasonable need to defend against any such liability.

ARTICLE 26 – DISCHARGE

No employee shall be discharged except for good and sufficient cause. The employer must give prompt written notice to the Union. The Union may question the discharge and submit the matter to arbitration if, in its opinion, such discharge is not justifiable.

ARTICLE 27 – AUTHORITY OF SHOP STEWARD

The Employer recognizes and will deal with the accredited Shop Steward in all matters relating to grievances only. Stewards are not officers or agents of the Union. They shall be selected by the members of the selected shop. The authority of Shop Steward shall be limited to, and shall not exceed the following duties and activities:

1) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;

2) The transmission of such messages and information which shall generate with, and are authorized by the Local Union or its officers provided, such messages and information:

- (a) have been reduced to writing, or
- (b) if not reduced to writing, are of a routine nature and, do not involve work stoppages, slow-downs, refusal to handle goods or any other interference with the Employer's business.

Shop Stewards have no authority to take strike action or any other action interrupting the Employer's business.

The Employer recognizes these limitations upon the authority of the Shop Steward and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, in the event the Shop Steward has taken unauthorized strike action, slowdown or work stoppage in violation of this agreement.

Shop Stewards shall be allowed one day off each year to attend the Union's educational training program relative to the various funds and Union's functions.

ARTICLE 28- GREIVANCE - ARBITRATION PROCEDURES

Section 1. Definition of a Grievance

The term "grievance" is hereby defined as any difference or dispute between the Borough and any employee covered by this Agreement arising over the interpretation or adherence to the terms of this Agreement. This grievance procedure is further meant to provide means by which employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements and administrative decisions affecting them.

Section 2.

Any employee covered by this Agreement may file a grievance. The shop steward may accompany the employee filing the grievance to any proceeding.

The employee or the Union shall institute the grievance procedure in writing within fifteen (15) business days of the grievance, or it shall be deemed abandoned. "Business" days shall be defined as weekdays.

Step 1. A grievance shall be presented in writing to the Borough Administrator. Service upon the Business Administrator shall be made through the office of the Municipal Clerk. The Borough Administrator may arrange to meet with the grievant for the purpose of adjusting or resolving the grievance. The Borough Administrator shall make a decision within ten (10) calendar days.

Step. 2. If the grievance is not resolved to the satisfaction of the grievant by the Borough Administrator, then the Union may present the grievance, in writing, within ten (10) calendar days to the Street and Roads Committee. Service upon the Streets and Roads Committee shall be made through the office of the Municipal Clerk. A decision shall be made by the Streets and Roads Committee within ten (10) calendar days.

Step. 3. If the grievance is not resolved to the satisfaction of the grievant/Union by the Streets and Roads Committee, then the Union may present the grievance, in writing, to the Mayor and Council. Service upon the Mayor and Council shall be made through the office of the

Municipal Clerk. The Mayor and Council may hold a hearing, at which time all parties at interest may be heard. The Mayor and Council shall respond to the grievance, in writing, within thirty (30) business days of its initial filing with the Clerk under this Step.

Step 4. If the grievance is not resolved to the satisfaction of the Union following the Step 3 determination, then the Union may present the grievance within ten (10) calendar days after receipt of the decision to the New Jersey Public Employment Relations Commission for arbitration. The cost for the arbitrator's services shall be borne equally by the Borough and the Union. Each party shall be responsible for any expenses incurred by them in preparation for the arbitration hearing. The selection of the arbitrator and the conduct of the arbitration proceeding shall be consistent with the rules of the New Jersey Public Employment Relations Commission. The decision of the arbitrator shall be final and binding upon the parties.

Section 3.

A. The time limits specified in the preceding sections of this Article shall include Saturdays, Sundays and Holidays, unless the last day of the time limit falls on a Saturday, Sunday or Holiday, in which event the non-Saturday, non-Sunday or non-Holiday will be counted as the last day. The time limits may be extended by mutual written agreement of all parties. Further, the steps provided in this Article may be waived by mutual written agreement of the parties.

B. If a grievance is not submitted within the prescribed time limits as provided in this Article, including the provisions for the extension of time limits, the grievance shall be deemed settled. If the Borough or any person having the responsibility of the hearing and rendering a decision under this Article fails to meet or answer any grievance within the prescribed time limit, including any extension, such grievance shall, be deemed denied and may proceed to the next step.

C. This Article shall not be deemed to waive any rights of the employee covered by the contract under the laws of the State of New Jersey existing now or in the future.

ARTICLE 29 – THE UNION AS THE PARTY OF INTEREST

(A) The employee shall comply with the terms of this Agreement. The Parties agree that the maintenance of a peaceable and constructive relationship between them and between the Employer and the employees requires the establishment and cooperative use of the machinery provided for in this contract for the discussion and the determination of grievances and disputes, and that it would detract from this relationship if individual employees or groups of employees would, either as such individuals or groups, seek to interpret or enforce the Agreement on their own initiative or responsibility.

(B) It is, therefore, agreed that this Agreement shall not vest or create in any employee or group of employees covered thereby, any rights or remedies which they or any of them can enforce either at law, equity or otherwise. It is being understood and agreed, on the contrary, that all of the rights and privileges created or implied from this Agreement shall be enforceable only by the parties hereto and only in the manner established by this Agreement.

ARTICLE 30 – MILITARY LEAVE

Employees will be afforded military leave in accordance with State and Federal law.

ARTICLE 31 – SANITARY AND SAFETY CONDITIONS

The Employer and employees shall keep its premises in a clean and sanitary condition, and protect the machinery and equipment. The Employer shall equip the premises with a medicine chest containing the necessary medicines and bandages for use in emergency cases, and carry insurance in the manner provided by the Worker's Compensation Law of the State of New Jersey. Employees shall not remove any safety devices and must wear all safety equipment provided. Employees agree to attend all safety classes provided by the Employer or its agents.

ARTICLE 32 – BULLETIN BOARD

The Union shall have the right to post notices on a bulletin board which shall be provided by the Employer. Said bulletin board shall be posted in a conspicuous place.

ARTICLE 33 – NO DISCRIMINATION

It is agreed that no employee or applicant for employment shall be discriminated against by the Employer or the Union because of his membership in or activities on behalf of the Union or any other Union or the lack thereof, or because of race, color, creed, national origin, sex, age, physical disability, sexual preference or any characteristic protected by law.

ARTICLE 34 – SAVINGS CLAUSE

To the best knowledge and belief of the parties, this Agreement contains no provision which is contrary to Federal or State Law or Regulations. Should any provision of this Agreement, at any time during the period provided for in said Agreement, be in conflict with any Federal or State Law or Regulations, the parties agree to negotiate with respect to such-provisions, and said provisions shall continue in effect for the time being only to the extent permitted under such Federal or State Law or Regulation. In the event that any provision of this Agreement is thus held inoperative, the remaining provisions of the agreement shall, nevertheless, remain in full force and effect. In the event of such occurrence, the parties agree to meet immediately and, if possible, negotiate further provisions for such part or portions rendered or declared illegal or invalid. The remaining parts, portions or provisions shall remain in full force and effect. Should the parties be unable to negotiate such further provisions as hereinabove provided, the matter shall be referred to arbitration pursuant to the terms of this Agreement.

ARTICLE 35 – MANDATORY OVERTIME

(A) Employees covered by this Agreement shall be required to work overtime hours in the event of snow or flooding events outside of regular Borough hours, or similar situations or events requiring the services of Public Works employees.

(B) In the event an employee covered by this Agreement, is required to work mandatory overtime after having worked a continuous regular eight (8) hour shift, such employee shall be paid one and a half (1 1/2) times his/her regular pay for the next four (4) hours worked. After an employee has worked twelve (12) continuous hours, a portion of which is a result of mandatory overtime, the employee shall be paid two (2) times his/her regular pay for any hours over twelve (12) continuous hours worked.

ARTICLE 36 – CLASSIFICATION OF EMPLOYMENT

Full time salaried employee: An employee who is appointed to a regular position on a twelve (12) month basis whose regular hours of duty are the normal workweek for the department to which he/she is assigned. The employee is paid an annual salary and works a minimum of forty hours (40) hours a week.

Full time employee: An employee who is appointed to a regular position on a twelve (12) month basis whose regular hours of duty are the normal workweek for the department to which he/she is assigned. The employee works a minimum of (40) hours a week and is paid an hourly wage.

Seasonal employee: A person who is employed for work involving a season of the year or a particular – if the person is employed six (6) months or more, employee is then entered into the union.

ARTICLE 37 – PAY SCALE

1.	Water License:	\$500.00	\$2,000.00
2.	Sewer License:	\$500.00	\$2,000.00
3.	Recycling License:	\$500.00	\$2,000.00
4.	Public Works Foreman:	\$500.00	\$2,000.00
5.	Public Works Labor:	Minimum Wage	\$25.00
6.	Foreman:	\$2,000.00	\$2,500.00
7.	Laborer:	\$1,000.00	\$1,550.00
8.	CDL	\$500.00 one time increase for holding CDL	

ARTICLE 38 – STIPENDS

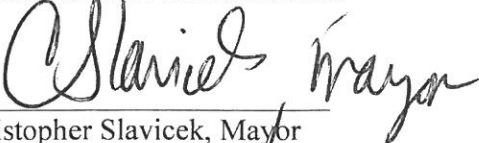
Stipends currently provided to members of this Agreement will be incorporated into their salaries with the exception of Business Administration salaries.

ARTICLE 39 – DURATION

This Agreement shall be in full force and effect from January 1, 2022 through December 31, 2024, at which this Agreement shall expire.

A new contract negotiated shall be retroactive to January 1, 2022. The parties agree to start negotiations for a new contract sixty (60) days or more prior to the expiration of this contract.

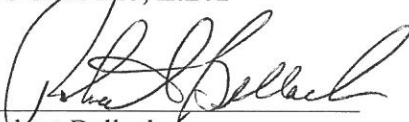
BOROUGH OF HELMETTA



Christopher Slavicek, Mayor

Date: 6/6/2022

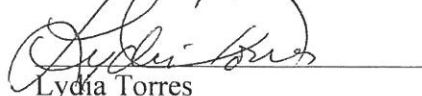
LOCAL 210, L.B.T



Robert Bellach

Secretary-Treasurer

Date: 6/6/2022



Lydia Torres

Business Agent

Date: 6/6/22