

## Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 7/1/2018 thru 6/30/2021.

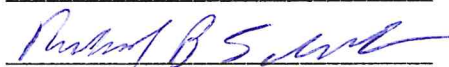
Employer: Mt. Ephraim Borough

County: Camden

Date: 10/29/2020

Name: Richard B. Schwab  
Print Name

Title: Financial Consultant

  
Signature

**THIS AGREEMENT** made and entered into this 22<sup>nd</sup> day of September 2018, by and between the Borough of Mount Ephraim, its successors or assigns (hereinafter referred to as the Borough) and Local 102, 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 either (1) the thirty-first (31<sup>st</sup>) day following the actual beginning of work pursuant to such employment; (2) the effective date of this Agreement; or (3) its execution date, whichever is later. All employees who are members of the Union at the time of execution of this Agreement or become members of the Union at any time subsequent thereto shall remain 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 agrees to deduct Union dues and any Union initiation fees for the Union from the wages of an employee covered by this Agreement, pursuant to the existing statute as amended, provided that at the time of such deduction, the Borough has in its possession a current written assignment executed by the employee. The Union shall be responsible for securing signatures of its members on the forms and delivering the signed forms to the Borough.

**Section 2** - The Borough will deduct the current Union dues amount from the pay of employee(s) on a bi-weekly basis, however, not to exceed more than two (2) times in any one month period. If an employee has no pay coming for such pay period or if such pay period is the first pay of a new employee, such dues shall be deducted from the next appropriate pay period. The Borough will deduct from the pay of an employee in any one month only dues incurred while an individual has been in the employ of the Borough and only such amounts becoming due and payable in such month. The Borough shall remit to the Union all dues collected on a monthly basis. Such dues shall be remitted on or before the 10<sup>th</sup> of the following month.

**Section 3** - In the event that a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

**Section 4** - If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish written notice of the change to the Borough at least thirty (30) days prior to the effective date of such change.

**Section 5** - The Union shall indemnify and hold the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Borough for the purposes of complying with the provisions of this Article.

### **ARTICLE IV - SENIORITY**

**Section 1** - An employee acquires seniority rights immediately following the expiration of the "probationary" period of employment as defined in Art. XII. Thereafter, seniority rights are counted retroactive to the first date of hire as a full time employee at the beginning of the probationary period. Seniority shall then 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. Failure to comply means that the individual has no right for reemployment.

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

**Section 6** - Seniority shall be broken by an employee's voluntary separation from the Borough or discharge for just cause or suspension for more than 6 months 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 this 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** - Notwithstanding anything contained in Article IV to the contrary, 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 this employment.

## ARTICLE VI-HOURS & OVERTIME

**Section 1** - The regular work week shall consist of eight (8) hour days, Monday through Friday inclusive from 6:30 a.m. to 2:30 p.m.

**Section 2** - Employees shall receive overtime as follows:

- a. during the regular work week 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;
- b. on Saturday at the rate of time and one-half of their normal hourly rate for all hours worked for any hours beyond 40 hours worked or credited as paid time during the previous work week;
- c. on Sunday at the rate of double their normal hourly rate for all hours worked for any hours beyond 40 hours worked or credited as paid time during the previous work week;
- d. on Holidays, per Article VII, at the rate of double their normal hourly rate for all hours worked.

**Section 3** - Employees who are On Call for covering and checking sewer pump stations and responding to sewer and related emergencies shall receive fifteen (15) hours automatic overtime per week. Any hours worked over that shall be paid as overtime at the rate of one and one-half hours per hour worked. Employees who are on backup call shall receive \$100.00, regardless if he works or not. If the employee works, he shall receive \$100.00 plus one and one-half time for all hours worked. The above payment arrangement is for being on-call for covering and checking sewer pump stations and responding to sewer and related emergencies only. Non sewer related duties are not covered by this provision and overtime worked for those non-sewer related duties will be paid under Section 2 above. In the event Borough no longer is responsible for the Wastewater (Sewage) Collection system service for properties within the Borough, there will no longer be someone designated to be On-Call or paid for being On-Call.

**Section 4** – For any reason other than covering and checking sewer pump stations and responding to sewer and related emergencies per Section 3 above, whenever an employee is called out, the employee shall be guaranteed 4 hours pay at either time and one-half or double time per Section 2 above.

**Section 5** – If and when an employee is directed to be on Stand-by for potential call out (such as snow/ice event, storm/flooding event, or similar potential need), each employee notified to be on Stand-by will be paid \$50 for each period of twelve (12) hours or portion thereof. The directed employee must be able to be immediately contacted by telephone and must respond to the designated location in the Borough with one (1) hour.

**Section 6** - Employees may elect to receive comp time (which is calculated at the rate of 1 ½ hours per hour worked) in lieu of overtime up to a maximum of eighty (80) hours of comp time per calendar year. After an employee has earned 80 hours comp time he must be paid overtime for all additional hours worked. At the end of each calendar year, the employee may choose to carry over up to forty (40) hours of earned comp time and with two (2) weeks written notice at any time during the year may choose to sell up to forty (40) hours of earned comp time at the hourly rate in effect at the date of the payment. The Borough will make this payment during the next payroll date which is within the two (2) weeks after the notice is received.

**Section 7** – Employees who are active members of the Mt. Ephraim Volunteer Fire Department will be permitted to respond to emergency calls in the Borough during the work day with no loss of pay or benefits under the following conditions:

- a. The employee requests, in advance, permission to respond and provides proof, in writing, of their active membership in the MEVFD. Based on satisfactory proof, Borough management shall provide permission in writing.
- b. Upon notification of an emergency call, the employee must immediately contact his supervisor (Supt, Asst. Supt or Foreman) to advise of the response.
- c. Response will not be made until any vehicle the employee is driving or any equipment he is operating is made safe without his presence, and every effort is made to arrange for a replacement.
- d. The employee must return to the job duties as soon as practicable upon completing the emergency call.
- e. If, in the sole opinion of management, allowing eligible employees to respond under this provision seriously impacts the safety of Borough employees or the ability of the Borough to provide services, permission to respond may be revoked.

**Section 8** – Overtime, On-Call and/or Stand-by pay shall be paid in the pay check covering the period 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 Eve Day (1/2 day)  
 New Years Day  
 Martin Luther King's Birthday  
 Presidents Day  
 Good Friday  
 Memorial Day  
 Independence Day  
 Labor Day  
 Thanksgiving Day  
 Day after Thanksgiving Day  
 Columbus Day  
 Veterans Day  
 Christmas Eve Day (1/2 day)  
 Christmas Day

**Section 2** – In addition to the above, each employee is eligible for a Floating Holiday which shall be taken on one of the employee's scheduled work days. A written request for the particular date must be made at least 3 days in advance and is subject to approval of the director of the department. The request shall be approved as long as the absence does not result in the department being operated below reasonable minimum personnel needs. Where in any calendar year, the Floating Holiday is not granted by reasons of pressure of Borough business, Floating Holiday shall be granted during the next succeeding calendar year only.

**Section 3** - The compensation for holidays shall be based upon the employee's regular daily earnings.

**Section 4** - 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 5** - Whenever the New Years Eve Day (1/2 day) and/or the Christmas Eve Day (1/2 day) holidays listed above fall on a date requiring trash and/or recycling collection, those assigned to that duty will be permitted to leave work for the day when their job assignment is completed. If the work is completed in less than four (4) hours, there is no reduction in pay. If the work requires more than four (4) hours, the employee will receive holiday pay per section 4 above for the time in excess of 4 hours.

**Section 6** - In the event a holiday falls on Saturday it shall be celebrated on the day before (Friday) and if on a Sunday, it shall be celebrated on the following day (Monday).

## ARTICLE VIII-VACATIONS

**Section 1** - Vacations must be taken within the calendar year and vacation days shall not accrue or be carried forward into any successive year except that employees with 15 or more accrued, unused vacation days shall have the right to:

- a. Carry a maximum of five (5) days to the following year; and/or
- b. Sell back up to five (5) days of that vacation time in each calendar year at the wage rate in effect during the year the vacation is earned. The employee must make this request in writing by December 1 of each calendar year. The Borough will make this payment during the first pay period of the subsequent 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>
After completion of Six (6) months	5 Days
After completion of Two (2) years	10 Days
After completion of Eight (8) years	15 Days
After completion of Fifteen (15) years	20 Days
After completion of 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. A written request must be made at least 3 days in advance and is subject to approval of the director of the department. The request shall be approved as long as the absence does not result in the department being operated below reasonable minimum personnel needs. In order to insure that the annual leaf collection operations of the Borough are completed in an appropriate manner and timetable, vacation time requests will not be approved for any dates between November 15 and December 31. However, subject to the sole discretion of Supervisor of the Department, exceptions can be made due to special and unusual circumstances.

**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.



## 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, layoff, 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 except as specifically abridged, limited or modified by specific provisions of this agreement. Exercising 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, with or without cause, 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 & PENSION BENEFITS

### Section 1 Coverage

- A. The Borough shall provide for the employees and employees' dependents health, dental, prescription and vision coverage as has been in effect during the calendar year 2018.
- B. The Borough has the right to change to an equivalent plan for any of these benefits. It is agreed that for this purpose the New Jersey State Health Benefits Plan will be considered an equivalent plan. The Borough shall provide to the Union the details and specifics of any new coverage and coverage options no later than forty-five (45) days prior to the planned effective date of the changes.
- C. If the employee elects not to take the health insurance coverage, the Borough will pay on a monthly basis, 25% of the cost of the insurance, up to a maximum of \$5000 per year, per State law. In order for an employee to elect not to take coverage that employee must prove he or she has coverage elsewhere. If an employee loses the coverage not provided by the Borough, that employee must be covered by the Borough insurance immediately in accordance with the terms and conditions of this Article XVI.

### Section 2. Employee Contributions

- A. Covered members shall contribute towards the cost of this coverage through payroll deductions at the rate established by P.L. 2011 c. 78 in the contribution guide identified as Tier 4. The relevant sections of Chapter #78 are made part of this agreement as an Appendix.
- B. The parties understand that they must comply with any future changes in the law based on changes in legislation and/or due to any Court decisions.

### Section 3. Coverage after Retirement

- A. Such coverage shall continue in the event that an employee has 25 years credited service with the Borough.
- B. Retirees eligible for paid medical benefits after retirement must make the same contributions for their coverage as active members per C. 78.
1. The retiree must notify the Borough of their annual pension income so that their quarterly contribution amounts can be calculated by the Borough.

2. Such contributions must be made by payments to the Borough on a quarterly basis by December 15, March 15, June 15 and September 15 of each year.
  3. Thirty (30) days in advance of the due date the Borough will provide a notice to the retiree mailed by certified mail to the last known address of the retired employee, with a copy to the Union, listing the amount due and the date due.
  4. If the payment is not received on the due date, the Borough will, on or before the last day of the first week of the following month, send a notice mailed by certified mail, with a copy to the Union, detailing that the payment is delinquent and advising of the coverage termination per below.
  5. If payment is not made by the last day of the month following the month in which the quarterly payment was due, coverage for the retiree and the retiree's dependents shall cease and the Borough will have no further obligation with respect to same. The retiree will be so notified by certified mail with a copy to the Union.
- C. In the event that an employee or retired employee dies, all benefits provided herein shall continue to be provided by the Borough to the employee's or retired employee's dependents for as long as they would remain the employee's or retired employee's dependents had the employee or retired employee not died. The dependent must make the same contribution using the same procedure as described in paragraph #B above.

**Section 4.** Any employee or retired employee covered through the Borough group plan must enroll in the Federal Medicare program, parts A and B, or a Medicare Advantage plan if offered by the Borough, immediately upon eligibility, which shall become their primary health care provider. The Borough coverage will then revert to secondary coverage to maintain the same or better benefits. Failure to so enroll will result in loss of coverage from the Borough.

**Section 5.** The Borough will continue to provide an IRS 125 Medical spending account for each employee as provided for in Chapter#78

### **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, boycotts, 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, provided that 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 31<sup>st</sup> 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 if 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 to determine the employee's fitness for duty.

**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**

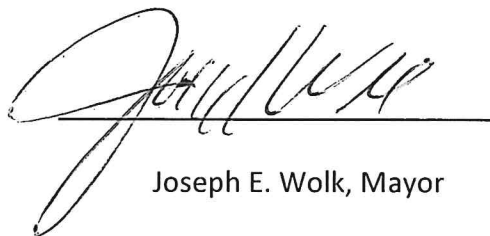
**Section 1** - This Agreement shall become effective as of July 1, 2018, and shall continue thereafter, until and including June 30, 2021, and shall continue thereafter from year to year unless either party shall give the other notice or intention to terminate or modify this Agreement by written notice given not less than sixty (60) days prior to such expiration date.

**ATTEST:**

**BOROUGH OF MT. EPHRAIM**



Terry Shannon, Borough Clerk



Joseph E. Wolk, Mayor



**IBEW LOCAL 102**



Patrick Delle Cava, Business Manager

**SCHEDULE "A"**

**Section 1** – Wages

a. The wage rate for all employees covered by this agreement shall be set forth as an hourly rate and shall be as follows:

The Borough shall determine the category for any new hires based on their ability and job assignments. Changes in rates shall be on the anniversary date of full time permanent employment. All employees hired prior to 1/1/13 shall be classified as Driver/Laborers.

These rates apply to existing employees as well as new hires. However, any existing employee whose 2018 pay rate exceeds the top step will receive the agreed upon annual increase based on his existing rate. The below listed rates shall be effective in the first payroll in July in each listed year. The rates below reflect a \$0.05 per hour addition (\$104 annual) plus a 2.5% increase effective July 2018. The rates effective for July 2019 will increase by 2.5% and effective July 2020 will increase by 2.0%.

			<u>7/2018 Rate</u>	<u>7/2019 Rate</u>	<u>7/2020 Rate</u>
Driver/Laborer	Top - after 3 yrs	100%	\$ 20.88	\$ 21.40	\$ 21.83
	After 2 yrs	95%	\$ 19.84	\$ 20.33	\$ 20.74
	After 1 yr	90%	\$ 18.79	\$ 19.26	\$ 19.65
	Starting	85%	\$ 17.75	\$ 18.19	\$ 18.55
Driver	Top - after 3 yrs	100%	\$ 18.62	\$ 19.09	\$ 19.47
	After 2 yrs	95%	\$ 17.69	\$ 18.14	\$ 18.50
	After 1 yr	90%	\$ 16.76	\$ 17.18	\$ 17.52
	Starting	85%	\$ 15.83	\$ 16.23	\$ 16.55
Laborer	Top - after 3 yrs	100%	\$ 16.38	\$ 16.79	\$ 17.12
	After 2 yrs	95%	\$ 15.56	\$ 15.95	\$ 16.27
	After 1 yr	90%	\$ 14.74	\$ 15.11	\$ 15.41
	Starting	85%	\$ 13.92	\$ 14.27	\$ 14.56

b. In addition, for each month an employee goes without any safety violations, said employee shall receive an additional \$25.00 bonus.

**Section 2** – Meal Allowance

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 \$15.00 per such day. Such payment will be through payroll and reported as wages per IRS regulations.

**Section 3** – Clothing Allowance

a. Employees will wear work clothes and winter clothing that are substantially equal to the items provided by the Borough up to March 26, 2010. However, effective with this agreement, employees may wear work shorts (known as cargo shorts) when daytime temperatures are expected to reach 75 degrees, as long as such shorts are hemmed at the bottom and are of sturdy material and reach no higher than just above the knee. However, if injuries on the exposed leg become frequent, management can rescind such permission.

For this purpose, each employee will receive a clothing allowance for use during the year through payroll and reported as wages per IRS regulations. Payment amounts and effective dates shall be as follows:

July 2018 - \$350; January 2019 - \$350;

July 2019 - \$400; January 2020 - \$400;

July 2020 - \$400; January 2021 - \$400

b. The Borough shall continue to supply foul weather gear, and safety equipment as it deems appropriate.

c. Employees will be reimbursed by voucher for the purchase of work boots in an amount of up to \$250.00 per year.

**THIS AGREEMENT**, effective as of July 1, 2018, until and including June 30, 2021, by and between the Borough of Mount Ephraim, its successors or assigns (hereinafter referred to as the Borough or Employer) and Local 102, International Brotherhood of Electrical Workers, its successors or assigns (hereinafter referred to as the Union) is hereby amended by agreement of the parties, to replace ARTICLE VII – HOLIDAYS with the attached amended language.

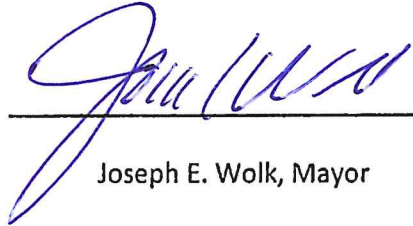
Signed and dated as of the 6<sup>th</sup> day of December, 2018.

ATTEST:

BOROUGH OF MT. EPHRAIM



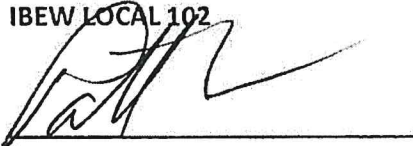
Terry Shannon, Borough Clerk



Joseph E. Wolk, Mayor



IBEW LOCAL 102



Patrick Delle Cava, Business Manager

**ARTICLE VII – HOLIDAYS (as amended)**

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

New Years Eve Day (1/2 day)  
New Years Day  
Martin Luther King's Birthday  
Presidents Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Columbus Day  
Veterans Day  
Christmas Eve Day (1/2 day)  
Christmas Day

**Section 2** – In addition to the above, each employee is eligible for two (2) Floating Holidays which shall be taken on one of the employee's scheduled work days. A written request for the particular date must be made at least 3 days in advance and is subject to approval of the director of the department. The request shall be approved as long as the absence does not result in the department being operated below reasonable minimum personnel needs. Where in any calendar year, one or both of the Floating Holidays is not granted by reasons of pressure of Borough business, the Floating Holiday(s) shall be granted during the next succeeding calendar year only.

**Section 3** - Whenever any of the following listed paid holidays - Good Friday, Veterans Day and/or Day after Thanksgiving - fall on a Friday requiring trash or recycling collection, those assigned to that duty will be permitted to leave work for the day when their job assignment is completed. The paid holiday will be moved to the following scheduled work day, which is currently Monday.

**Section 4** - Whenever the New Years Eve Day (1/2 day) and/or the Christmas Eve Day (1/2 day) holidays listed above fall on a date requiring trash and/or recycling collection, those assigned to that duty will be permitted to leave work for the day when their job assignment is completed. If the work is completed in less than four (4) hours, there is no reduction in pay. If the work requires more than four (4) hours, the employee will receive holiday pay per section 4 above for the time in excess of 4 hours.

**Section 5** - In the event a holiday falls on Saturday it shall be celebrated on the day before (Friday) and if on a Sunday, it shall be celebrated on the following day (Monday).

**New Jersey Public Employment Relations Commission**  
**NON-POLICE AND FIRE**  
**COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM**

Line #

**SECTION I: Parties and Term of Contracts**

1 Public Employer:  County:

2 Employee Organization:  Number of Employees in Unit:

3 Base Year Contract Term:  New Contract Term:

**SECTION II: Type of Contract Settlement (please check only one)**

4  Contract settled without neutral assistance

5  Contract settled with assistance of mediator

6  Contract settled with assistance of fact-finder

7  Contract settled with assistance of super-conciliator

8 If contract was settled in fact-finding, did the fact-finder issue a report with recommendations?  
 Yes  No

**SECTION III: Salary Base**

The salary base is the cost of salaries in the final year of the expired or expiring agreement. This is the base cost from which the parties negotiate the salary increases.

9 Salary Costs in Base Year \$

10 Longevity Costs in Base Year \$

11 Total Salary Base \$

**SECTION IV: Salary Increases for Each Year of New Agreement\***

	Year 1	Year 2	Year 3	Year 4	Year 5
12 Effective Date (month/day/year)	<input type="text" value="7/1/18"/>	<input type="text" value="7/1/19"/>	<input type="text" value="7/1/20"/>	<input type="text"/>	<input type="text"/>
13 Cost of Salary Increments (\$)	<input type="text" value="(1,500)"/>	<input type="text" value="5,429"/>	<input type="text" value="2,267"/>	<input type="text"/>	<input type="text"/>
14 Salary Increase Above Increments (\$)	<input type="text" value="7,160"/>	<input type="text" value="4,168"/>	<input type="text" value="(48,102)"/>	<input type="text"/>	<input type="text"/>
15 Longevity Increase (\$)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text"/>	<input type="text"/>
16 Total \$ Increase (sum of lines 13-15)	<input type="text" value="5,638"/>	<input type="text" value="9,597"/>	<input type="text" value="(45,835)"/>	<input type="text"/>	<input type="text"/>
17 New Salary Base (\$)	<input type="text" value="267,178"/>	<input type="text" value="278,296"/>	<input type="text" value="224,765"/>	<input type="text"/>	<input type="text"/>
18 Percentage increase over prior year	<input type="text" value="2.16"/> %	<input type="text" value="3.57"/> %	<input type="text" value="2.27"/> %	<input type="text"/> %	<input type="text"/> %

\*If contract duration is longer than five years, please add an additional page.

**SECTION V: Increases in Other Contractual Economic Items or Newly Added Economic Items\***

19	Item Description	Base Year Cost (\$)	Year 1 Increase (\$)	Year 2 Increase (\$)	Year 3 Increase (\$)	Year 4 Increase (\$)	Year 5 Increase (\$)
	Meal Allowance	120	0	0	0		
	Clothing Allowance	4,200	0	0	0		
	Safety Incentive Pay	1,800	0	0	0		
	On-call Pay	30,000	0	(30,000)	0		
20	Totals(\$):	36,120	0	(30,000)	0		

*\*If contract duration is longer than five years, please add an additional page.*

**SECTION VI: Medical Costs**


	Base Year	Year 1	
21	Health Plan Cost	\$65,748	\$65,676
22	Prescription Plan Cost	\$42,972	\$42,936
23	Dental Plan Cost	\$4,032	\$3,816
24	Vision Plan Cost	\$980	\$980
25	Total Cost of Insurance	\$130,686	\$130,308
26	Employee Insurance Contributions	\$10,151	\$10,124
27	Employee Contributions as % of Total Insurance Cost	7.77 %	7.77 %

**Section VI: Medical Costs (continued)**

**28** Identify any insurance changes that were included in this CNA.

**SECTION VII: Certification and Signature**

**29** The undersigned certifies that the foregoing figures are true:

Print Name: Richard B. Schwab  
Position/Title: Financial Consultant  
Signature:   
Date: 10/29/2020

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Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: [contracts@perc.state.nj.us](mailto:contracts@perc.state.nj.us)

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NJ Public Employment Relations Commission  
Conciliation and Arbitration  
PO Box 429  
Trenton, NJ 08625  
Phone: 609-292-9898

Revised 8/2016