

AGREEMENT

Between

**THE BOROUGH OF HELMETTA
MIDDLESEX COUNTY, NEW JERSEY**

60 MAIN STREET
HELMETTA, NEW JERSEY 08828

--And--

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

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AGREEMENT made and entered into as of the 1st day of August 2011 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 110 Wall Street, 3rd Floor, New York, New York 10005, 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 and Shelter Employees as defined in the Labor Management Relations Act, as amended.

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

All newly hired employees shall be deemed for the first ninety (90) days of employment to be on a trial basis, and said employees may be dismissed during said trial period at the option of the Employer, without recourse to appeal. The Employer may extend said trial period for an additional ninety (90) days upon written notice to the Union.

ARTICLE 4 - SENIORITY

Seniority shall be applied in cases of layoff, rehiring and vacation. Seniority shall be determined based on length of service 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 one (1) paid hour lunch per day. The normal workweek is Monday through Friday.

All time in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one – half.

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

(C) Each employee shall receive one (1) paid hour for lunch every day and 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.

(D) If the Employer finds it necessary to subcontract work, the employees covered by this Agreement shall not be replaced or have work taken from them. This provision will not pertain to emergency situations as determined by the Business Administrator.

Any employee not properly notified of available overtime shall not be subject to Disciplinary action by the Employer.

ARTICLE 6 – CALL IN TIME

If any employee reporting for the usual day's work is, for any reason whatsoever, prevented from working or laid off without having received previous notice no later than quitting time of the previous workday by the Employer, the employee shall receive his pay for two (2) hours, in accordance with the employee's hourly earnings with the exception of animal control calls.

ARTICLE 7 – (A) WAGES

January 1, 2010 – Increase was waived by resolution

January 1, 2011 – 1 ½ %

January 1, 2012 – 2%

January 1, 2013 – 2%

January 1, 2014 – 2%

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

ARTICLE 7 -- (B) PAY PLAN AND LONGEVITY

Each eligible employee is compensated for his/her work respective to the job title held and salary step. All employees receive a paycheck every other week. Checks are distributed on Thursdays, except in the cases of late shift workers or employees on vacation; both can make arrangements with the Payroll Office to pick up their checks after 3:00 PM on the preceding Thursdays.

The normal rate for overtime pay is one and one-half of an employee's regular rate. In cases where an option exists for obtaining time off instead of pay for the overtime worked, time off is earned at one and one-half times the hours of overtime actually worked. Overtime in any case is always considered to be the number of hours actually worked in excess of the number of actual hours worked that is considered to be normal/straight time for a specific job title within the work week pay period.

The 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 this earned time off with pay shall be honored. Any time off earned in this manner must be used within 30 days of the worked holiday.

Each full time salaried, full time and part time employees, who has completed a specified length of continuous service with the Borough of Helmetta shall receive a specified percentage of the employee's base pay of that year in which said employee is in continuous service. The length of service and the percentage of base pay shall be as follows:

After 5 consecutive years	-	1%
After 10 consecutive years	-	2%
After 16 consecutive years	-	6%
After 20 consecutive years	-	7%

For the purpose of determining continuous service, absences without pay for a period not to exceed three (3) months at one (1) time or in any calendar year shall not be used in computing the length of service.

Base pay for the 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.

All officers receive the same amount for an amount for an animal control callout. Animal Control Stipends will no longer be paid separately. The stipend will be included in the base salary of the respective officer.

Employees hired after January 1st, 2010 will not be entitled to longevity.

ARTICLE 8 - CALL-OUT TIME

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 weekdays, 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 - SEPARATION FROM SERVICE

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

After the completion of the employee's probationary period, an employee can be terminated from service for cause only by the affirmative vote of four (4) Borough Council members with the full complement of Council members voting, the Mayor not being permitted to vote.

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.).

Any accrued sick leave will be paid at a rate of one-half of total value at the time of separation. Employees can only have \$12,000.00 maximum payout.

ARTICLE 11 - HOLIDAYS

(A) The Borough shall recognize the following holidays as paid holidays:

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) All employees shall receive a full day's pay for holidays and shall not be required to work said holidays, except when called on an emergency by the Mayor or Business Administrator.

(C) In the event an employee covered by this Agreement is required to work on a holiday set forth in Paragraph (A) above, the employee shall be paid at one and a half (1 ½) times his regular pay for such hours worked on a holiday. Such work on a holiday shall be either mandatory overtime or scheduled by the Mayor or Chairman of the Streets and Road Committee.

(D) 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.)

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

(F) Director of Public Works:

After two hundred (200) hours of overtime, employee is entitled to compensatory time in accordance with Borough Resolution 06-48.

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 amount of vacation leave earned is associated with the length of employment with the Borough and the hours in a normal workweek. The Borough Council set the amount of leave earned. Employees may carry over up to one-half of their unused vacation days each year to a maximum accrual of eight (8) weeks. At least 24 hours' notice must be given before using a vacation day when used on a one-day-at-a-time basis. If an employee is unable to use earned vacation time within the year it is earned, 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 at the discretion of the Mayor and Council, in which event no unused vacation days will accrue.

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

ARTICLE 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 incapacitates 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 Compensation policy (See Worker's Compensation section in this handbook.)

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 -- MEDICAL LEAVE

Medical 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 the Section.

To ensure that no employee poses a threat to other employees, any employee using medical 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 medical leave of ten (10) days for each year of employment. Part time employees shall be entitled to medical leave of five (5) days for each year of employment. Medical leave may be carried over to subsequent years to 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. Upon retirement, an employee shall be entitled up to one-half (1/2) of all accrued sick days up to a maximum of twelve thousand (\$12,000.00) dollars.

As of January 1st, 2010, new employees shall not be entitled to sick pay out.

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.

ARTICLE 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.

ARTICLE 17 – HEALTH AND DENTAL INSURANCE COVERAGE

All employees covered by this Agreement normally working 2,080 hours or more per year 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.

Employees covered by the Agreement and employed by the Borough prior to April 1, 2007 shall continue to be provided the coverage at the same health contract level they were receiving on March 31, 2007. For employees covered by this agreement hired on or after April 1, 2007, coverage shall only be provided for the employee. 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 that receive health coverage must pay for a portion of that coverage. This payment amount is outlined in Chapter 78, P.L.2011 sections 39 to 44. This payment depends on coverage and salary. At no time will an eligible employee pay less than 1.5 percent of their health care premium.

All new hires upon retirement, health coverage will be offered to employees only and not their dependents. All new hires insurance plan offered will be "AETNA 2030". If new hires want a different plan, they must pay the difference.

ARTICLE 18 – WORKER'S COMPENSATION

All employees are covered by State Worker's Compensation, a program of industrial insurance to protect workers, their families and dependents from loss due to an industrial accident or illness. The program provides for payment of medical bills, physical and vocational rehabilitation and financial compensation while the worker is disabled either temporarily or permanently and is unable to work.

Any accident involving a Borough employee should be reported to that employee's supervisor immediately. The supervisor shall ensure that the employee has transportation to receive minor medical care. Employees should be taken for medical attention as soon as possible. The employee will receive initial treatment and will be advised by the attending physician as to the need for further treatment and when to report back to work. The employee must complete a worker's compensation insurance form on all injuries requiring medical attention. The supervisor should provide additional information as needed. All forms must be submitted to the Business Administrator.

ARTICLE 19 - 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) All 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 20 - 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 scheduled work, not to exceed three (3) days.

ARTICLE 21 - 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. Any remuneration received by the employee from the courts for serving as a juror, excluding travel allowance, shall be returned to the Borough Treasurer.

ARTICLE 22 - 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 23 - NO REDUCTION IN BENEFITS

There shall be no reduction of wages/benefits through the signing of this Agreement.

ARTICLE 24 - 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 25 - COMPENSATORY TIME

In the event an employee covered by this Agreement is required by the Mayor or the Chairman of the Streets and Road Committee to work at, deliver to or participate in a Borough related event on a weekend, other than community service related weekend work, the employee shall be entitled to compensatory time at the rate of one hour worked to one hour compensatory time earned. The maximum amount of compensatory time earned under this Article shall be two (2) weeks in a calendar year.

ARTICLE 26 - 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, will include full time shelter employees.

ARTICLE 27 - CERTIFIED PUBLIC WORKS MANAGER

(A) The Borough recognizes the importance of its employees having attained and maintaining certifications in fields of expertise utilized in their importance for the Borough. If at employment the Director of Public Works is not a Certified Public Works Manager ("CPWM"), the Director of Public Works, if required by the Borough's Governing Body, shall enroll in the required course to commence obtaining a CPWM designation within three (3) months of employment and shall complete the course work required and attain a CPWM designation within two (2) years of employment. Failure to meet enrollment in the courses or attain the CPWM designation within the time periods stated shall be grounds for termination of employment.

(B) If at the time of employment the Director of Public Works does not possess a W-2 or C-2 license issued by the State of New Jersey, the Director of Public Works, if required by the Borough's Governing Body, shall enroll in the appropriate coursework to obtain the required licenses. Failure to enroll on a continuous basis in the necessary coursework for the obtaining of the licenses shall be grounds for termination of employment.

(C) The Borough shall pay for courses taken by the Director of Public Works required and necessary for the Director to obtain and maintain any certifications or licenses related to the Director's employment for the Borough and required by the Borough as a condition of his employment. In the event the Borough shall pay for courses taken by the Director of Public Works as provided above, and the Director fails to attain credit for such course, the Director of Public Works shall reimburse the Borough for the cost of such course.

ARTICLE 28 - 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 a 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.

ARTICLE 29 - 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. Discharge or termination of covered employees requires full City Council vote.

ARTICLE 30 - 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 functions.

ARTICLE 31 - GRIEVANCE - 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.

Section 3. Steps of the Grievance Procedure

Step 1. A grievance shall be presented in writing to the Borough Administrator. Service upon the Borough 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, and any decision shall require the full participation of the Mayor and Council, unless there is a conflict of interest.

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 4.

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 32: THE UNION AS THE PARTY OF INTEREST

(A) The employees 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 33 - MILITARY LEAVE

Employees who belong to the National Guard or Military Reserve may receive military leave with pay for field training and drills as required. This can only be awarded if the employee files a request for military leave fourteen (14) days in advance. Any compensation from the branch of the service involved, these monies, up to the amount paid by the Employer, shall be refunded to the Employer.

ARTICLE 34 - 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 35 - 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 36 - 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 37 - 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 38 - 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, other than the Director of Public Works, 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 ½) times his 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 regular pay for any hours over twelve (12) continuous hours worked.

(C) The Director of Public Works shall be entitled to record two (2) hours of compensation time for every hour worked in excess of twelve (12) continuous hours.

ARTICLE 39 - WORKER'S COMPENSATION

All employees are covered by State Worker's Compensation, a program of industrial insurance to protect workers, their families and dependents from loss due to an industrial accident or illness. The program provides for payment of medical bills, physical and vocational rehabilitation and financial compensation while the worker is disabled - either temporarily or permanently - and is unable to work.

Any incident involving a Borough employee should be reported to that employee's supervisor immediately. The supervisor shall ensure that the employee has transportation to receive minor medical care. Employees should be taken for medical attention as soon as possible. The employee will receive initial treatment and will be advised by the attending physician as to the need for further treatment and when to report back to work. The employee must complete a worker's compensation insurance form on all injuries requiring medical attention. The supervisor should provide additional information as needed. All forms must be submitted to the Business Administrator.

ARTICLE 40 - SNOW REMOVAL/FLOOD CONTROL

(A) In order to receive one and one-half (1 ½) times pay rate for regular scheduled workday, employee must work a continuous eight (8) hours prior to his/her regular scheduled starting time, and only pertaining to actual time work. After completing an employee's regular shift, he/she shall be paid one and one-half (1 ½) times pay rate. After twelve (12) continuous hours, an employee shall be paid two (2) times the employee's regular rate of pay.

(B) Director of Public Works:

Employee, after 12 continuous hours of work (comp time) shall be entitled to two (2) hours for every one (1) hour of work, to be recorded into his 200 hours of computer time.

ARTICLE 41 - WEATHER EMERGENCY/DECLARED HOLIDAYS

In the event the Mayor and the City Council declare a weather emergency/holiday and the Borough Hall is closed, other than a covered holiday or weekend, and as a result the employees of the Town Hall don't report for work, the employees of the Road Department shall start to be paid overtime at one and a half (1 ½) times their regular pay for their normal eight (8) hours regular workday. This Article shall only apply to those employees covered by this Agreement in the employment of the Borough on August 1, 2007.

ARTICLE 42 – CLASSIFICATIONS 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 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 program – if the person is employed more than six (6) months or more, employee is then entered into the union.

ARTICLE 43 – 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. Shelter Director:	\$18.00	-	\$21.00
6. Assistant Director:	\$18.00	-	\$21.00
7. Public Works Labor:	\$12.50	-	\$19.00
8. ACO License:	\$200.00	-	\$500.00
9. Cruelty License :	\$200.00	-	\$500.00
10. Foreman:	\$2,000.00	-	\$2,500.00
11. Laborer:	\$1,000.00	-	\$1,550.00
12. Animal Control Officer:	\$12.50	-	\$19.50
13. Shelter Cleaner	\$8.00	-	\$12.50
14. Seasonal Cleaner	\$7.50	-	\$10.00
15. CDL	\$500.00 one time increase for holding CDL		

If the shelter becomes a utility, the Animal Control Officers will receive the starting pay scale for Animal Cruelty License and Animal Control License.

*Director of Public Works is not entitled to money for a water or sewer license.

Article 44 – Stipends

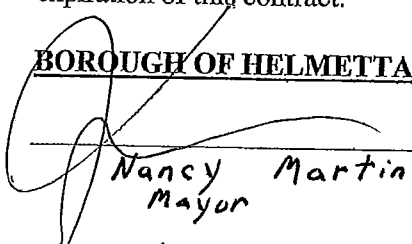
Stipends currently provided to members of this contract will be incorporated into their salaries with the exception of Business Administration salaries.

ARTICLE 44 – DURATION

This Agreement shall be in full force and effect from January 1, 2010 through December 31, 2014, at which time this Agreement shall expire.

A new contract negotiated shall be retroactive to January 1, 2015. 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

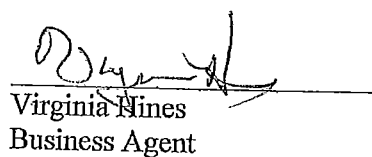

Nancy Martin
Mayor

Date: 5/30/12

LOCAL 210, I.B.T.

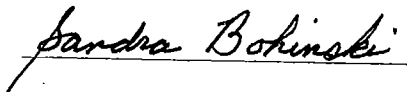
George L. Miranda
Secretary-Treasurer/Principal Officer

Date: _____


Virginia Nines
Business Agent

Date: 5-31-12

Attest:


Sandra Bohinski

SANDRA BOHINSKI
Notary Public of New Jersey
Commission Expires 11/19/2013