

AGREEMENT

Collingswood, Borough of

THIS AGREEMENT, made and entered into on this 17th day of April, 1989, by and between the **BOROUGH OF COLLINGSWOOD**, in the County of Camden, State of New Jersey (hereinafter referred to as the "**Borough**"), and **LOCAL 830, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFERS, WAREHOUSEMEN AND HELPERS OF AMERICA** (hereinafter referred to as the "**Union**"), represents the complete and final understanding on all bargainable issues between the Borough and Union and is designed to maintain and promote a harmonious relationship between the Borough and such of its employees who are covered by Article I, Recognition, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

The Borough recognizes the Union as the exclusive collective negotiations agent for all blue collar employees employed in the Borough's Highway, Sewer and Water Departments, but excluding all craft and professional employees, managerial executives, department heads, deputy department heads and supervisors within the meaning of the Act.

X January 1, 1989 - December 31, 1991

ARTICLE II
MANAGEMENT RIGHTS

A. The Borough of Collingswood, Mayor and Commissioners hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. The executive management administrative control of the Borough Government and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make, maintain, and amend such reasonable rules and regulations and or policy manuals as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the department after advance notice to the employees to require compliance by the employee is recognized.

4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

7. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the department.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules and regulations, and practices the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities, and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE III
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to an employee's problems which may arise affecting the terms and conditions of this agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

B. Definition

1. The term "grievance" as used herein means any controversy arising over the interpretation, the application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Union or the Borough.

c. The Union business representative shall have the right to participate in all steps of the Grievance Procedure noted below:

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving the grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step

is waived by mutual consent:

Step One

a. An aggrieved employee shall institute action under the provisions hereof within seven (7) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said seven (7) working days shall be deemed to constitute an abandonment of the grievance.

b. The supervisor shall render a decision within three (3) working days after receipt of the grievance.

Step Two

a. In the event the grievance has not been resolved at Step One, then within three (3) working days following the determination of the immediate supervisor, the matter may be submitted to the Borough Administrator.

b. The Borough Administrator shall review the matter and make a determination within five (5) working days from the receipt of the Complaint.

c. In the event the grievance has not been resolved by Step Two (b), the Director of the Department shall review the matter and make a determination with five (5) working days from the receipt of the Complaint.

Step Three

a. In the event the grievance has not been resolved at Step Two, the Union may within fifteen (15) working days, request arbitration. The arbitrator shall be chosen in accordance with the Rules of the American Arbitration Association, or the New

Jersey Board of Mediation.

b. However, no arbitration hearing shall be scheduled sooner than forty-five (45) days after the final decision by the Director of the Department. In the event the aggrieved elects to pursue Court action, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Union shall pay whatever costs may have been incurred in processing the case to arbitration.

c. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add, to modify, detract from or alter in any way, the provisions of this Agreement or any amendment or supplement thereto.

d. The costs for the services of the arbitrator shall be borne equally between the Borough and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

e. The arbitrator's decision shall be binding and he shall set forth his findings of facts and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

f. No reply at any step of the Grievance Procedure shall be deemed a denial.

ARTICLE IV

UNION REPRESENTATIVES

A. Union activities, in addition to the rights of representation set forth in the Grievance Procedure, may be conducted on Borough property provided such activities do not disrupt normal work operations.

B. The Union shall notify the Borough or its designees of the names of current Union officers and stewards responsible for processing grievances.

C. Shop Stewards

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

1. The investigation and presentation of grievances to the employer or the employer's designated representative, in accordance with the provisions of the Collective Bargaining Agreement.

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

(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 and alternates have no authority to take strike action or any other action interrupting the employer's business, except as authorized by law and by official action of the Union. The employer recognizes these limitations upon the authority of Shop Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The employer, in so recognizing such limitation, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slow-downs, or work stoppage in violation of this Agreement.

ARTICLE V

SICK LEAVE AND DISABILITY

A. Every employee subject to this Agreement shall be entitled to be paid sick leave benefits per annum according to N.J.A.C. 4:1-1.1, et seq., of the Civil Service Rules for the State of New Jersey, revised November 30, 1973.

B. Service Credit for Sick Leave

1. All permanent employees, or full time provisional employees, shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work be reason of personal illness, accident, or exposure to contagious disease.

3. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper, during this

period of illness.

C. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to a total of no more than fifty (50) days to be used if and when needed for such purpose, except that where an employee is employed by the Borough for more than ten years, in each year of employment after such ten years the first five days of sick leave, if not used or so many of them are not used, shall accumulate even though the sick leave accumulated to the employer's credit may be in excess of fifty (50) days. This paragraph shall apply only prospectively.

3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment.

D. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

(a) Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days

shall constitute a resignation.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

(a) An employee who has been absent on sick leave for periods totalling five (5) sick days in one calendar year consisting of periods less than three (3) days, shall submit a doctor's certification on the morning of the day returning to work.

The employee also must have a doctor's certificate before being admitted to go to work.

(b) The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under such circumstances. Abuse of sick leave shall be cause for disciplinary action. Alleged abuses shall be investigated by the Business representative of the Union and a representative of the Borough.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The Borough may require an employee who has been absent because of a personal illness, as a condition of his return to duty, to be examined at the expense of the Borough by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other

employees.

F. Disability (Non-Work Related)

(1) In the event of non-work related disability, as defined below, employees shall be entitled to be paid by the Borough their regular pay for a period of two (2) weeks after the employee has used all of his accrued sick leave, vacation time, and personal days, provided for in this Article, and Articles VIII and XII. In the event such disability continues, the employee shall be paid one-half (1/2) of said regular pay for a further period not to exceed 26 weeks.

(2) Disability is defined herein as being the same standards utilized under the New Jersey State Disability Statutes. Upon request of the Borough, an employee must provide medical proof thereof satisfactory to the Borough, and the employee shall consent to a medical examination by a doctor of the Borough's choosing.

ARTICLE VI

LEAVE OF ABSENCE

A. A leave of absence without pay shall, in the discretion of the Borough, be granted for good cause to any employee who has been employed for a period of ninety (90) days after his probationary period.

B. Employees returning from authorized leaves of absence as set forth herein will be restored to their original rate of pay with no loss of seniority or other rights.

C. The Union shall have the right to endorse or not to

endorse the written request of any employee.

ARTICLE VII

JURY DUTY

A. In the event an employee is called to Federal or State jury service, then an employee shall be paid the difference between his regular rate of pay for forty (40) hours and the maximum of his stipend for such jury service for up to a maximum of twenty (20) working days per year.

ARTICLE VIII

HOLIDAYS

A. Effective January 1, 1989, each employee shall enjoy twelve (12) paid holidays for each year of this Agreement as follows:

1. New Year's Day
2. Washington's Birthday
3. Good Friday or Easter Monday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Armistice Day
9. Thanksgiving Day
10. Day after Thanksgiving Day

11. Christmas Day

12. Martin Luther King Day

In order to qualify for payment, the employee must work his last day and first regularly assigned work day before and after a holiday period.

B. In addition to the above, each holiday shall enjoy a paid holiday for Christmas Eve.

In addition, each employee shall enjoy four (4) personal days for each year. The employee shall request the use of such days at least seventy-two (72) hours in advance except in the event of personal emergencies and shall not be unreasonably refused the use of such personal days subject to manpower needs of the department in which he is employed. In the event of multiple requests for the same day, seniority shall be used to determine priority.

ARTICLE IX
HOURS AND OVERTIME

A. The normal work day shall consist of seven and one-half (7 1/2) hours per day.

B. All work performed in excess of seven and one-half (7 1/2) hours per day or thirty-seven and one-half (37 1/2) hours per week shall be considered overtime and shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay. This provision shall begin upon execution of this contract.

C. Overtime shall be distributed as equitably as possible,

provided the employee has the ability to perform the work and seniority shall be used as a factor in such distribution.

D. In the event that an employee is recalled to duty on a Sunday or a holiday, he shall be paid twice his regular hourly rate of pay.

E. In the event of recall to duty not included within the provisions of Section D, an employee shall be guaranteed a minimum of two (2) hours per day at the overtime rate.

F. In the event of recall to duty on holidays, employees shall be paid at the rate of double time for all hours worked. Commencing January 1, 1982, and with no retroactive application, this is clarified to mean that on such occasions, employees shall be paid double time in addition to the holiday pay.

G. Employees acknowledge the existence and posting in the shop of work rules and agree to abide by same.

H. It is understood and acknowledged that commencing January, 1987, and thereafter, employees will be paid on a bi-weekly basis.

ARTICLE X

BEREAVEMENT LEAVE

A. Death leave of absence shall be granted to each employee where there is a death in the employee's immediate family, to include father-in-law and mother-in-law, or death of a relative residing in such member's household.

B. Death leaves of absence of up to five (5) days, shall be

granted from date of death until date of interment, unless circumstances warrant additional time. If additional time is required, the Administrator shall have the power to grant the same at his discretion or at the discretion of someone authorized by him to grant extended leave.

C. Death leave of absence shall be granted for a period of one (1) day upon the death of the member's grandfather, grandmother, aunt, uncle, brother-in-law, son-in-law, daughter-in-law, sister-in-law, provided that the above do not fall into the category of Section A.

D. Death leave of absence shall not be charged against vacation or holiday leave and the employee shall be compensated as if he had worked those days.

ARTICLE XI

DEDUCTIONS FROM SALARY

A. The Borough agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967;, N.J.S.A. (R.S.) 52:14-15.9(e) as amended. Said moneys together with records of any corrections shall be transmitted to the Union office by the fifteenth (15th) day of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Borough written notice prior to the effective date of such

change and shall furnish to the Borough either new authorization from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such charged deduction.

C. The Union will provide the necessary "Check-Off Authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Director of Finance. The Union shall indemnify, defend and save 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 by the Borough in reliance upon salary deduction authorization cards submitted by the Union to the Borough or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

D. In the event the legislature enacts and the Governor signs legislation allowing an agency fee, the parties agree to abide by such legislation if mandatory and is permissive to reopen negotiations on this issue only.

E. The Employer shall notify the Union in writing within ten (10) days of the voluntary or involuntary termination of an employee covered by this Agreement.

ARTICLE XII

VACATIONS

A. Employees covered by this Agreement shall be entitled to the following paid vacation leave:

1st day through completion of 1 year	5 days
From completion of 1st year through 5th anniversary date	10 days
Thereafter to 7th anniversary date	11 days
Thereafter to 9th anniversary date	12 days
Thereafter to 11th anniversary date	13 days
Thereafter to 13th anniversary date	14 days
Thereafter to 15th anniversary date	15 days
After 15th anniversary date	20 days

B. Requests for vacations will be made early enough each year so that sufficient time will be available to allow each employee the vacation time requested. If, in the opinion of the Borough, an excessive number of requests for vacations are made for a specific time period or periods, the Borough shall be entitled to direct one or more employees making such requests to request other times and seniority shall govern which employees are allowed a requested time period where an excessive number of requests are made for that period. It is understood that because of the Borough's work load and leaf and snow removal between October 1 and March 15 of each year, vacations will not be taken during that time except with the consent of the Borough.

C. Employees must take their vacation time and will not be

permitted to work during said vacations in order to obtain additional pay.

ARTICLE XIII
SUBCONTRACTING

The employer shall not, except with the consent of the Union, subcontract any work ordinarily performed by employees covered by this Agreement, except in the event of emergencies. This clause shall not be deemed to preclude the hiring of part-time and/or temporary and/or seasonal employees.

ARTICLE XIV
SAFETY AND HEALTH

A. The parties represent that they shall comply with the provisions of all Federal and State acts applicable to safety and health.

ARTICLE XV
SENIORITY

A. Seniority shall be defined as the employee's uninterrupted service with the Borough counted from date of initial appointment. Seniority shall be administered, for the purposes of this contract, by Department. Traditional principles of seniority shall apply to lay-offs and any subsequent recalls of employment.

B. In the event of vacancies or transfers to different assignments within a Department, providing all employees are equally qualified to perform the work, seniority shall be the primary factor in assignment.

C. The Borough will permit all jobs as available to be posted and bid on a seniority basis.

ARTICLE XVI

NO-STRIKE AND NO LOCKOUT PLEDGE

A. During the term of this Agreement, the Union agrees on behalf of itself insofar as is legally possible on behalf of each of its members that there will be no strike of any kind and the Borough agrees that it will not cause any lockout.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walkout or other job action against the Borough.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such

breach by the Union or its representatives.

ARTICLE XVII

SALARIES

A. The salaries of all employees within the unit shall be six percent (6%) greater than salaries paid in 1988 retroactive to January 1, 1989 for the year 1989 and thence, in the second year, 1990, of this contract, six percent (6%) greater than salaries paid in 1989. For the third year of this contract, 1991, salaries shall be six percent (6%) greater than salaries paid in 1990.

B. All employees in the unit not entitled to longevity pay will receive a payment of two hundred dollars (\$200.00) on or about December 1 for each year of this contract, employees within the unit shall be entitled to an additional one half percent (1/2%) longevity pay as is paid to other full time employees of the Borough and those employees within the unit entitled to receive such longevity will receive the same in lieu of the payment provided for by the first sentence of this paragraph. Those employees entitled to longevity will receive the same on or about December 1, 1989, and likewise on December 1, 1990 for the second year of this contract, and likewise on December 1, 1991, for the third year.

ARTICLE XVIII
SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIX
FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XX
DENTAL PLAN

Commencing May 1, 1984, the Borough shall provide a dental plan, through the New Jersey Dental Service Plan, Inc., a Delta Dental Plan.

ARTICLE XXI
TERM AND RENEWAL

The terms and conditions of this Agreement shall, except as herein otherwise expressly provided, become effective the 1st day of January, 1989, and shall continue in full force and effect up to and including the 31st day of December, 1991, and thereafter from year to year unless and until either party shall give to the other notice, pursuant to the Rules and Regulations of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties hereto have hereunder set their respective hands and seals as of the day and year first above written.

BOROUGH OF COLLINGSWOOD

BY: Michael Brennan

LOCAL 830, I.B.T.

BY: Joseph Brock

Attest:

Rita E. Pisano
RITA E. PISANO, BOROUGH CLERK

BOROUGH OF COLLINGSWOOD

NEW JERSEY

OFFICE OF

BOROUGH ADMINISTRATOR
BOROUGH CLERK
TAX DEPARTMENT
WATER DEPARTMENT
SEWER DEPARTMENT
DEPARTMENT OF PUBLIC HEALTH
DEPARTMENT OF PUBLIC ASSISTANCE

BOROUGH HALL
678 HADDON AVENUE
COLLINGSWOOD, N. J. 08108
854-0720 — 858-0613
858-1198

April 17, 1989

Joseph Brock
TEAMSTERS LOCAL UNION NO. 830
12298 Townsend Road
Philadelphia, PA 19154

Dear Mr. Brock:

Enclosed you will find the original and one copy of the contract that has been prepared between the Borough of Collingswood and Local 830, International Brotherhood of Teamsters, Chauffers, Warehousemen and Helpers of America.

Please have the proper officers of your company sign both copies and return them to the Municipal Building, 678 Haddon Avenue, Collingswood, New Jersey 08108.

Your copy will be returned to you after it has been executed by Borough Officers.

Very Truly Yours,



Mark Lonetto
Borough Administrator

ML/jmc

Enclosures

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(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 and alternates have no authority to take strike action or any other action interrupting the employer's business, except as authorized by law and by official action of the Union. The employer recognizes these limitations upon the authority of Shop Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The employer, in so recognizing such limitation, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slow-downs, or work stoppage in violation of this Agreement.

ARTICLE V

SICK LEAVE AND DISABILITY

A. Every employee subject to this Agreement shall be entitled to be paid sick leave benefits per annum according to N.J.A.C. 4:1-1.1, et seq., of the Civil Service Rules for the State of New Jersey, revised November 30, 1973.

B. Service Credit for Sick Leave

1. All permanent employees, or full time provisional employees, shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work be reason of personal illness, accident, or exposure to contagious disease.

3. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper, during this

period of illness.

C. Amount of Sick Leave

1. Sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to a total of no more than fifty (50) days to be used if and when needed for such purpose, except that where an employee is employed by the Borough for more than ten years, in each year of employment after such ten years the first five days of sick leave, if not used or so many of them are not used, shall accumulate even though the sick leave accumulated to the employer's credit may be in excess of fifty (50) days. This paragraph shall apply only prospectively.

3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment.

D. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

(a) Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days

shall constitute a resignation.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

(a) An employee who has been absent on sick leave for periods totalling five (5) sick days in one calendar year consisting of periods less than three (3) days, shall submit a doctor's certification on the morning of the day returning to work.

The employee also must have a doctor's certificate before being admitted to go to work.

(b) The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under such circumstances. Abuse of sick leave shall be cause for disciplinary action. Alleged abuses shall be investigated by the Business representative of the Union and a representative of the Borough.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The Borough may require an employee who has been absent because of a personal illness, as a condition of his return to duty, to be examined at the expense of the Borough by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other

employees.

F. Disability (Non-Work Related)

(1) In the event of non-work related disability, as defined below, employees shall be entitled to be paid by the Borough their regular pay for a period of two (2) weeks after the employee has used all of his accrued sick leave, vacation time, and personal days, provided for in this Article, and Articles VIII and XII. In the event such disability continues, the employee shall be paid one-half (1/2) of said regular pay for a further period not to exceed 26 weeks.

(2) Disability is defined herein as being the same standards utilized under the New Jersey State Disability Statutes. Upon request of the Borough, an employee must provide medical proof thereof satisfactory to the Borough, and the employee shall consent to a medical examination by a doctor of the Borough's choosing.

ARTICLE VI

LEAVE OF ABSENCE

A. A leave of absence without pay shall, in the discretion of the Borough, be granted for good cause to any employee who has been employed for a period of ninety (90) days after his probationary period.

B. Employees returning from authorized leaves of absence as set forth herein will be restored to their original rate of pay with no loss of seniority or other rights.

C. The Union shall have the right to endorse or not to

endorse the written request of any employee.

ARTICLE VII

JURY DUTY

A. In the event an employee is called to Federal or State jury service, then an employee shall be paid the difference between his regular rate of pay for forty (40) hours and the maximum of his stipend for such jury service for up to a maximum of twenty (20) working days per year.

ARTICLE VIII

HOLIDAYS

A. Effective January 1, 1989, each employee shall enjoy twelve (12) paid holidays for each year of this Agreement as follows:

1. New Year's Day
2. Washington's Birthday
3. Good Friday or Easter Monday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Armistice Day
9. Thanksgiving Day
10. Day after Thanksgiving Day

11. Christmas Day

12. Martin Luther King Day

In order to qualify for payment, the employee must work his last day and first regularly assigned work day before and after a holiday period.

B. In addition to the above, each holiday shall enjoy a paid holiday for Christmas Eve.

In addition, each employee shall enjoy four (4) personal days for each year. The employee shall request the use of such days at least seventy-two (72) hours in advance except in the event of personal emergencies and shall not be unreasonably refused the use of such personal days subject to manpower needs of the department in which he is employed. In the event of multiple requests for the same day, seniority shall be used to determine priority.

ARTICLE IX

HOURS AND OVERTIME

A. The normal work day shall consist of seven and one-half (7 1/2) hours per day.

B. All work performed in excess of seven and one-half (7 1/2) hours per day or thirty-seven and one-half (37 1/2) hours per week shall be considered overtime and shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay. This provision shall begin upon execution of this contract.

C. Overtime shall be distributed as equitably as possible,

provided the employee has the ability to perform the work and seniority shall be used as a factor in such distribution.

D. In the event that an employee is recalled to duty on a Sunday or a holiday, he shall be paid twice his regular hourly rate of pay.

E. In the event of recall to duty not included within the provisions of Section D, an employee shall be guaranteed a minimum of two (2) hours per day at the overtime rate.

F. In the event of recall to duty on holidays, employees shall be paid at the rate of double time for all hours worked. Commencing January 1, 1982 , and with no retroactive application, this is clarified to mean that on such occasions, employees shall be paid double time in addition to the holiday pay.

G. Employees acknowledge the existence and posting in the shop of work rules and agree to abide by same.

H. It is understood and acknowledged that commencing January, 1987, and thereafter, employees will be paid on a bi-weekly basis.

ARTICLE X

BEREAVEMENT LEAVE

A. Death leave of absence shall be granted to each employee where there is a death in the employee's immediate family, to include father-in-law and mother-in-law, or death of a relative residing in such member's household.

B. Death leaves of absence of up to five (5) days, shall be

granted from date of death until date of interment, unless circumstances warrant additional time. If additional time is required, the Administrator shall have the power to grant the same at his discretion or at the discretion of someone authorized by him to grant extended leave.

C. Death leave of absence shall be granted for a period of one (1) day upon the death of the member's grandfather, grandmother, aunt, uncle, brother-in-law, son-in-law, daughter-in-law, sister-in-law, provided that the above do not fall into the category of Section A.

D. Death leave of absence shall not be charged against vacation or holiday leave and the employee shall be compensated as if he had worked those days.

ARTICLE XI

DEDUCTIONS FROM SALARY

A. The Borough agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967;, N.J.S.A. (R.S.) 52:14-15.9(e) as amended. Said moneys together with records of any corrections shall be transmitted to the Union office by the fifteenth (15th) day of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Borough written notice prior to the effective date of such

change and shall furnish to the Borough either new authorization from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such charged deduction.

C. The Union will provide the necessary "Check-Off Authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Director of Finance. The Union shall indemnify, defend and save 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 by the Borough in reliance upon salary deduction authorization cards submitted by the Union to the Borough or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

D. In the event the legislature enacts and the Governor signs legislation allowing an agency fee, the parties agree to abide by such legislation if mandatory and is permissive to reopen negotiations on this issue only.

E. The Employer shall notify the Union in writing within ten (10) days of the voluntary or involuntary termination of an employee covered by this Agreement.

ARTICLE XII

VACATIONS

A. Employees covered by this Agreement shall be entitled to the following paid vacation leave:

1st day through completion of 1 year	5 days
From completion of 1st year through 5th anniversary date	10 days
Thereafter to 7th anniversary date	11 days
Thereafter to 9th anniversary date	12 days
Thereafter to 11th anniversary date	13 days
Thereafter to 13th anniversary date	14 days
Thereafter to 15th anniversary date	15 days
After 15th anniversary date	20 days

B. Requests for vacations will be made early enough each year so that sufficient time will be available to allow each employee the vacation time requested. If, in the opinion of the Borough, an excessive number of requests for vacations are made for a specific time period or periods, the Borough shall be entitled to direct one or more employees making such requests to request other times and seniority shall govern which employees are allowed a requested time period where an excessive number of requests are made for that period. It is understood that because of the Borough's work load and leaf and snow removal between October 1 and March 15 of each year, vacations will not be taken during that time except with the consent of the Borough.

C. Employees must take their vacation time and will not be

permitted to work during said vacations in order to obtain additional pay.

ARTICLE XIII
SUBCONTRACTING

The employer shall not, except with the consent of the Union, subcontract any work ordinarily performed by employees covered by this Agreement, except in the event of emergencies. This clause shall not be deemed to preclude the hiring of part-time and/or temporary and/or seasonal employees.

ARTICLE XIV
SAFETY AND HEALTH

A. The parties represent that they shall comply with the provisions of all Federal and State acts applicable to safety and health.

ARTICLE XV
SENIORITY

A. Seniority shall be defined as the employee's uninterrupted service with the Borough counted from date of initial appointment. Seniority shall be administered, for the purposes of this contract, by Department. Traditional principles of seniority shall apply to lay-offs and any subsequent recalls of employment.

B. In the event of vacancies or transfers to different assignments within a Department, providing all employees are equally qualified to perform the work, seniority shall be the primary factor in assignment.

C. The Borough will permit all jobs as available to be posted and bid on a seniority basis.

ARTICLE XVI

NO-STRIKE AND NO LOCKOUT PLEDGE

A. During the term of this Agreement, the Union agrees on behalf of itself insofar as is legally possible on behalf of each of its members that there will be no strike of any kind and the Borough agrees that it will not cause any lockout.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walkout or other job action against the Borough.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such

breach by the Union or its representatives

ARTICLE XVII

SALARIES

A. The salaries of all employees within the unit shall be six percent (6%) greater than salaries paid in 1988 retroactive to January 1, 1989 for the year 1989 and thence, in the second year, 1990, of this contract, six percent (6%) greater than salaries paid in 1989. For the third year of this contract, 1991, salaries shall be six percent (6%) greater than salaries paid in 1990.

B. All employees in the unit not entitled to longevity pay will receive a payment of two hundred dollars (\$200.00) on or about December 1 for each year of this contract, employees within the unit shall be entitled to an additional one half percent (1/2%) longevity pay as is paid to other full time employees of the Borough and those employees within the unit entitled to receive such longevity will receive the same in lieu of the payment provided for by the first sentence of this paragraph. Those employees entitled to longevity will receive the same on or about December 1, 1989, and likewise on December 1, 1990 for the second year of this contract, and likewise on December 1, 1991, for the third year.

ARTICLE XVIII
SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIX
FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XX
DENTAL PLAN

Commencing May 1, 1984, the Borough shall provide a dental plan, through the New Jersey Dental Service Plan, Inc., a Delta Dental Plan.

ARTICLE XXI
TERM AND RENEWAL

The terms and conditions of this Agreement shall, except as herein otherwise expressly provided, become effective the 1st day of January, 1989, and shall continue in full force and effect up to and including the 31st day of December, 1991, and thereafter from year to year unless and until either party shall give to the other notice, pursuant to the Rules and Regulations of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties hereto have hereunder set their respective hands and seals as of the day and year first above written.

BOROUGH OF COLLINGSWOOD

BY: _____

LOCAL 830, I.B.T.

BY: _____

Attest:

RITA E. PISANO, BOROUGH CLERK