

**THIS AGREEMENT** made and entered into this 7<sup>th</sup> day of February 2013, 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 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 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. Seniority shall 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.

**Section 5** - In any case of promotion, transfer, or shift change, the Employer shall be bound by the principal of seniority, providing 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. 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** - 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 shall receive fifteen (15) hours automatic overtime per week. Any hours worked over that shall be paid in overtime at the rate of 1 1/2 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 1/1/2 time for all hours worked.

**Section 4** - 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 may choose to sell up to forty (40) hours of earned comp time at the hourly rate in effect at the end of the year. The Borough will make this payment during the first pay period of the subsequent year.

**Section 5** – Overtime 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  
 New Years Day  
 Martin Luther King's Birthday  
 Washington's Birthday  
 Good Friday  
 Memorial Day  
 Independence Day  
 Labor Day  
 Thanksgiving Day  
 Day after Thanksgiving Day  
 Columbus Day  
 Veterans Day  
 Christmas Eve Day  
 Christmas Day

**Section 2** - The compensation for holidays shall be based upon the employee's regular daily earnings.

**Section 3** - 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 4** - In the event a holiday falls on Saturday or Sunday then it shall be celebrated either Friday or Monday.

## ARTICLE VII-VACATIONS

**Section 1** - Vacations must be taken within the calendar year and vacation days cannot accrue or be carried forward into any successive year. Employees with 15 or more vacation days shall have the right to carry a maximum of five (5) days to the following 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:

<b><u>Length of service</u></b>	<b><u>Vacation</u></b>
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. No department may be operated below reasonable minimum personnel at anytime

**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.

**Section 8** - Only one employee at a time may be on vacation between October 1<sup>st</sup> and December 31<sup>st</sup>.

**Section 9** – Employees entitled to fifteen (15) or more days of vacation shall have the right to 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.

## 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 with due regard for legal rights in violation of specific provisions of this Agreement. Reasonable of 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 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

A. The Borough will maintain the medical, optical, prescription, dental and pension plan in effect at the time of the signing of this agreement. However, the Borough reserves 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.

B. Effective January 1, 2013 or the first payroll of 2013, covered members shall contribute towards the cost of this coverage through payroll deductions in accordance with State law commonly referred to as Chapter 78.

Section 2 - If health benefits upon retirement are granted to any employees other than the police department, said benefit will be granted to the employees covered by this Agreement.

Section 3 - If an employee elects not to take health insurance, the Borough will pay 25% of the cost of the insurance to the employee monthly. In order for an employee to elect not to take coverage he must prove coverage elsewhere. If an employee loses the coverage not provided by the Borough, he must be covered by the Borough insurance immediately.

## 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, if 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:

Succeeding YearSick Days

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 of 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.

**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**

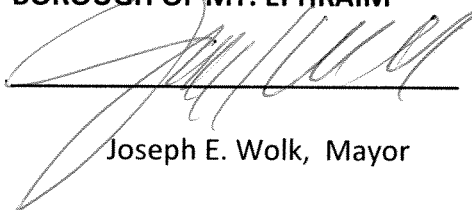
**Section 1** - This Agreement shall become effective as of January 1, 2013, and shall continue thereafter, until and including December 31, 2014, and shall continue thereafter from year to year unless either party shall give the other notice or intention to terminate or modify this Agreement by written notice given not less than sixty (60) days prior to such expiration date.

**ATTEST:**

  
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Terry Shannon, Borough Clerk

**BOROUGH OF MT. EPHRAIM**

  
\_\_\_\_\_

Joseph E. Wolk, Mayor

  
\_\_\_\_\_

**IBEW LOCAL 102**

  
\_\_\_\_\_

Michael Scotto, Business Agent

**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 existing employees would be classified as Driver/Laborers.

These rates apply to existing employees as well as new hires. However, any existing employee whose 2012 pay rate exceeds the top step will not receive a pay increase for 2013 but will receive a 2% wage increase for 2014.

		<u>2013 Rate</u>	<u>2014 Rate</u>
Driver/Laborer	Top - after 3 yrs 100%	\$ 18.50	\$ 18.87
	After 2 yrs 95%	\$ 17.58	\$ 17.93
	After 1 yr 90%	\$ 16.65	\$ 16.98
	Starting 85%	\$ 15.73	\$ 16.04
Driver	Top - after 3 yrs 100%	\$ 16.50	\$ 16.83
	After 2 yrs 95%	\$ 15.68	\$ 15.99
	After 1 yr 90%	\$ 14.85	\$ 15.15
	Starting 85%	\$ 14.03	\$ 14.31
Laborer	Top - after 3 yrs 100%	\$ 14.50	\$ 14.79
	After 2 yrs 95%	\$ 13.78	\$ 14.05
	After 1 yr 90%	\$ 13.05	\$ 13.31
	Starting 85%	\$ 12.33	\$ 12.57

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 \$10.00 per such day.

**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. For this purpose, each employee will receive a clothing allowance in the amount of \$550.00 for the year 2013 and \$650 for the year 2014, paid through the payroll process during the first pay period of the year.

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 \$200.00 per year.

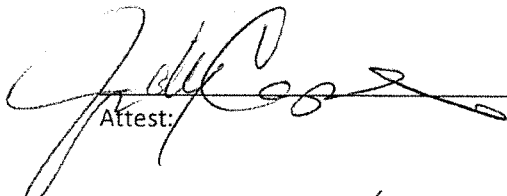

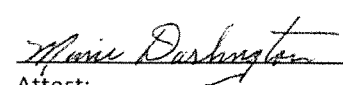

JULY 11, 2013

MEMO OF UNDERSTANDING

BETWEEN: THE BOROUGH OF MT. EPHRAIM, NEW JERSEY (EMPLOYER) AND IBEW LOCAL 102 (UNION)  
RE: TEMPORARY PUBLIC WORKS EMPLOYEE HIRED THROUGH ON THE JOB TRAINING (OJT) CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT (LWD).

The Borough has informed the Union of its desire to contract with LWD to be reimbursed for a 6 month period, anticipated starting date 7/15/13, for the salary costs of Stanley Smierciak as a Laborer in the Borough's Public Works Department, under an On The Job Training (OJT) Contract. For the purposes of this hire, the Borough and Union agree this is a Temporary hire and employee is not covered by the provisions of the current collective bargaining agreement during this 6 month period. Arrangements for pay rates and other terms of employment shall be as agreed between the employer and the employee.

However, the parties understand that once the contract with the LWD expires after the 6 month period, and the employee is continued on the Borough's payroll, he will be considered a permanent employee and will be covered by the collective bargaining agreement retroactive to the initial starting date for the purposes of any benefits defined by time of service and will be responsible for any union dues and initiation fees back to the date he would have been required to make such payment under the terms of the collective bargaining agreement.

 Attest:	 IBEW Local 102	<u>7/12/13</u> Date
 Attest:	 Borough of Mt. Ephraim	<u>7/12/13</u> Date