

AGREEMENT

BETWEEN

BOROUGH OF HAMBURG

and

I.B.T.C.W.H.A. LOCAL 125

January 1, 2023 through December 31, 2027

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PREAMBLE

AGREEMENT made this 10TH day of April 2023 by and between BOROUGH OF HAMBURG, (hereinafter referred to as the "Borough") and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 125 (hereinafter referred to as the "Union").

WHEREAS it is the desire of the parties to enter into a labor agreement to implement the matters herein contained and negotiated;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Borough and the Union agree as follows:

ARTICLE 1 RECOGNITION

The Borough recognizes the Union as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment with respect to all regularly employed blue collar workers of the Borough of Hamburg with the exception of those employees pursuant to PERC Docket No. RO-2019-044 dated March 5, 2019.

Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include male and females.

ARTICLE 2. UNION SECURITY

The Borough agrees it will give effect to the following form of Union Security.

All present employees who are members of the Local Union on the effective date of this Agreement can remain members of the Local Union in good standing by payment of the regular monthly dues.

It is agreed that at the time of hire, newly hired employees, who fall within the bargaining unit, will be informed by the Union they have the chance to join the Union thirty-one (31) days thereafter.

The Borough will notify the Union of any newly hired employees within ten (10) days of their starting date.

ARTICLE 3 CHECK-OFF

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 N.J.S.A. (R.S.) 52: 14-15 9(e) as amended.

B. A check-off shall commence for each employee upon completion of his/her probation period who signs an authorization card, supplied by the Union and verified by the Borough Clerk or his/her designee during the month following the filing of such card with the Borough.

C. The Borough shall remit the amounts deducted to the Union monthly, on or before the fifteenth (15th) of the month following the month in which such deductions were made. The Union shall advise as to the number of pay periods from which the dues and initiation fees shall be deducted.

D. These deductions shall commence thirty (30) days after the beginning of employment in the unit, or ten (10) days after re-entry into employment in the unit.

E. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish the Borough an official notification on the letterhead of the Union and signed by the president of the Union advising of such changed deductions.

F. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms to the Borough Clerk or his/her designees.

G. The Union agrees to indemnify and hold the Borough harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

H. The Borough agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Borough of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any other than a week in which the employee earned a wage. The Borough shall transmit to DRIVE National Headquarters on a monthly basis, in one check and the total amount deducted along with the name and social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Borough annually for the employer's actual cost for the expenses incurred in administering the weekly payroll plan.

ARTICLE 4 PROBATIONARY PERIOD

A. All employees hired during the term of this Agreement shall serve a probationary period of six (6) months. During this probationary period, the Borough reserves the right to terminate a probationary employee for any reason. An employee so terminated shall not have recourse through the grievance procedure set forth in this Agreement.

B. The Borough will not use this provision for the purpose of evading any other benefit that an employee is entitled to under this Agreement.

C. Upon completion of the probation period, the Employee's original date of hire shall be used for determining his length of service with the Borough.

ARTICLE 5 SENIORITY/LAYOFFS

A. Seniority is defined as employment based on the length of continuous service with the Borough from the date of hire within the Department of Public Works.

B. A seniority list shall be made available to the Union once a year, on or before February 1st, showing the date of hire or last date of rehire of all employees in the bargaining unit.

C. Seniority shall prevail in all instances.

D. An employee shall, on the day worked immediately following the successful completion of the probationary period, be considered to have seniority as of the date of hiring.

E. Seniority shall prevail for layoff and recall. The person or persons last hired shall be the first to be laid off. Employees who are laid off will be eligible for recall up to a maximum of one (1) year from date of layoff. Employees shall be recalled in the inverse order of their layoff provided that the employee report for duty within one (1) week of this notice of recall which shall be by regular and certified return receipt mail, addressed to the employees latest address in the Borough's files, a copy of which shall be mailed to the Union.

ARTICLE 6 RETENTION OF BENEFITS

A. Except as otherwise provided herein, all mandatory negotiable working conditions under which the Employees are presently operating shall be maintained and continued by the Borough during the term of this Agreement. Current conditions shall also be maintained during the period when the agreement has expired until a new agreement is in effect. The Borough may only change these working conditions after meeting and conferring with the Union and negotiating the impact of any proposed change on the members.

B. The provisions of all municipal ordinances and resolutions pertaining to the Employees, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in the Agreement as if set forth herein at length. Should any Borough ordinance or resolution contain a richer benefit than provided for in this agreement the Employees covered by this agreement shall enjoy the richer benefit.

ARTICLE 7 BULLETIN BOARDS

A. The Borough agrees to provide one (1) bulletin board at the work location of the bargaining unit employees for the exclusive use of the Union to post notices and other Union information. Only information pertaining to Union business shall be posted on the bulletin board.

ARTICLE 8 JOB POSTING/BIDDING

A. When in the sole judgment of the Borough, a need exists to fill a vacancy, the vacancy shall be posted on the bulletin board for a period of fourteen (14) days and shall contain the title of the job, and the hours of work.

B. Provisions for employees who are out of work for any reason to participate in bidding on such jobs shall be made by the Borough. Unless an obvious deficiency exists, the employee with the longest service with the Employer who signifies his interest will be given the opportunity to qualify for the job on a six (6) month basis.

C. If he/she qualifies in the opinion of the Borough for the job for which he/she has bid, he/she shall be assigned to that job and he/she shall be paid at the rate of that job for all hours worked from the date on which he/she began his trial period.

D. If at any time during the six (6) month trial period the Borough concludes that the employee is not qualified, he/she shall thereupon be regarded as having failed to qualify and shall revert to his/her former job with pay equal to what he/she was earning prior to taking the new job, including any pay increases afforded the prior position during his/her absence from the position. . The Employee shall not have recourse to the grievance procedure set forth in this agreement regarding the aforementioned conclusion.

ARTICLE 9 VISITATION

A. Provided the Borough is notified upon arrival, a duly authorized Representative of the Union, shall be admitted on the premises of the Borough on Union business, concerning the enforcement and applicability of this Agreement and all terms and conditions of employment. Such visits are not intended to unduly interfere with the duties of the employees. Any visit during normal work hours that may interrupt the Employees work schedule shall require prior notice.

ARTICLE 10 SHOP STEWARD

A. The Borough recognizes the right of the Union to designate one (1) employee representative who shall be the Shop Steward. The Borough also recognizes the right of the Union to designate an alternate Steward to act in the absence of designated Shop Steward. The Shop Steward can raise with the Borough any questions concerning the enforcement and applicability of this Agreement and all terms and conditions of employment. The Union shall furnish the Borough in writing the names of the Shop Steward and alternate Steward.

B. The aforementioned Shop Steward shall be granted reasonable time with pay during normal working hours (unpaid after normal working hours) to investigate and seek to settle grievances and to attend all meetings on collective negotiations when such meetings are scheduled. Such time shall not unduly interfere with the work duties of the Shop Steward or the Employee. The Shop Steward shall be present whenever the Borough meets with an employee to administer or investigate discipline.

C. A Shop Steward shall be a member of the Union covered by this agreement and elected by the members of the Union covered by this agreement or appointed by the Union according to the Union's bylaws. The Borough shall neither appoint nor recommend any candidate for either position.

D. The Shop Stewards duties shall be to see to it that the relationship between the Employees and the Borough shall be maintained on as harmonious a basis as is reasonably possible, consistent with the terms of the Agreement.

E. Whenever the Employer hires a new Employee covered by this agreement, the Union and the Shop Steward will be notified in writing as soon as practical, not later than ten (10) days after the new employee is hired.

ARTICLE 11 MAINTENANCE OF WORK OPERATIONS

A. During the term of this Agreement, the Union agrees not to engage in or support any strike, work stoppage, slowdown, or other job action by employees covered by this Agreement, but shall not be liable for unauthorized action of employees covered by this Agreement.

B. No lockouts of employees shall be instituted or supported by the Borough during the term of this Agreement.

C. These Agreements are not intended to limit the freedom of speech of the Union or its members.

ARTICLE 12 WORK RESPONSIBILITIES

A. The employer recognizes that certain kinds of work are performed by members of the bargaining unit.

B. Non-bargaining unit Employees shall not ordinarily perform bargaining unit work except for purposes of training, supervising or emergencies which shall not deprive bargaining unit members of overtime opportunities. This provision shall be intended to prevent the Borough from utilizing non-bargaining unit employees as a direct means of eliminating a job.

ARTICLE 13 SUBCONTRACTING

A. The Borough prior to issuance of any contract, the purpose of which is to subcontract bargaining unit work which does or may result in layoff of members of the unit, agrees to notify the Union no less than (45) forty five days in advance of the advertising for such contract for purposes of full and complete discussion of the Employer's proposal so that the Union may present suggestions or discussions to try to avoid any layoff(s). This article is not intended to prevent the Borough from using outside contractors in emergency situations.

ARTICLE 14 HEALTH AND SAFETY

A. The Borough shall provide safe and healthy working conditions and will provide employees with the safety equipment and devices it determines are required to insure the safety and health of the employees. Employees will abide by all applicable safety rules and will wear protective apparel that is provided by the Borough.

ARTICLE 15 EMERGENCY RESPONSE

A. No employee will be prevented, precluded, discouraged, or in any other way interfered with by the Borough from responding to any emergency service, fire or emergency medical, of the Borough of Hamburg or any Hamburg Mutual Aid community, of which the employee is a duly enrolled member, appearing on the roster of members filed with the clerk of the municipality served by the employee. Training or certification classes shall be performed outside of the members usual work hours, except by advanced written authority of The Borough. Time spent in such training or certification classes shall not be compensated as regular or overtime by the Borough, unless attended during regular work hours on advance authority of The Borough. No employee will be caused to suffer any adverse employment action, including, but not limited to withholding of pay, forfeiture of sick or personal days, or other action, as the result of such emergency response. All employees responding to an emergency services call as set forth hereunder shall secure permission to leave the job site from the supervisor then in progress in a safe and secured manner, including securing of all vehicles and/or equipment in use at the time of the emergency call. This article shall not apply when Employees are out on sick leave. Further, this Article shall not apply to any stand-by designated call, or in the case of a Borough emergency in progress at the time of a fire call in which case responding to the emergency call by the employee shall be subject to the discretion of the supervisor and/or the public safety director.

ARTICLE 16 GRIEVANCE PROCEDURE/ARBITRATION

A. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the interpretation, application or enforcement of any provisions of this Agreement, or the rules, regulatory policies, orders or practices of the Borough which affect terms and conditions of employment, or involve disciplinary matters. The parties agree that this procedure will be kept as informal as may be appropriate. Whenever "days" are referenced herein they shall be considered "working days".

B. The term "grievance" as used herein means any controversy arising over the interpretation, application or enforcement for any provision of this Agreement or the negotiable rules, negotiable regulations, negotiable policies, negotiable orders or negotiable practices of the Borough which affect the terms and conditions of employment, or, involve disciplinary matters, by an individual or the Union on behalf of any individual or group of individuals.

C. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step 1

- a) An aggrieved employee or the Union shall institute action under the provisions hereof within fifteen (15) working days of the occurrence of the grievance by filing a written grievance with the immediate Supervisor of the aggrieved employee and the Borough.
- b) The immediate Supervisor shall render a written decision within fifteen (15) working days after receipt of the grievance.

Step 2

- a) In the event the grievance has not been resolved through Step One, then within fifteen (15) days following the determination of the immediate Supervisor, the matter may be submitted in writing to the Road Committee Council Liason.
- b) The Road Committee Chairperson shall review the matter and make a written determination within fifteen (15) days from the receipt of the grievance.

Step 3

- a) In the event the grievance has not been resolved through Step Two, then within fifteen (15) days following the determination of the Road Committee Chairperson, the matter may be submitted in writing to the Mayor and Council.
- b) The Mayor and Council shall review the matter and make a written determination within twenty (20) days from the receipt of the grievance.

Step 4 ARBITRATION

- a) If the grievance is not settled through Steps One, Two, and Three, the Union may refer the matter to PERC within fifteen (15) days after determination by the Mayor and Council. An arbitrator shall be selected pursuant to the rules of the PERC.
- b) The arbitrator shall be bound by the provisions of this Agreement and past practice, and restricted to the application of the facts presented to him involved in the grievance. The decision of the arbitrator shall be binding.

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

d) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last proceeding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

ARTICLE 17 SAVINGS CLAUSE

A. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decisions, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

ARTICLE 18 PERSONNEL FILES

A. A separate personnel file shall be established and maintained for each employee covered by this Agreement. Personnel files are confidential records and shall be maintained in the office of the Borough Clerk or other suitable place.

B. Any employee may, by appointment, review his personnel file no more than twice a calendar year. This appointment for review must be made through the Borough Clerk.

C. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file.

D. Access to personnel files shall be limited to the employee concerned (or his designee), authorized Borough personnel or as required by law.

ARTICLE 19 RULES AND REGULATIONS

A. Proposed new rules or modifications of existing rules covering mandatory negotiable working conditions shall be negotiated with the Union before they are established.

B. Any new policies or changes to existing policies shall be posted on the bulletin board in addition to being provided to the Union in writing.

C. All policies and directives determined by the Borough's management, which bargaining unit employees are expected to comply with or maybe affected by, shall be provided to the Union in writing.

D. All written rules and regulations shall be provided to the Union immediately upon promulgation.

ARTICLE 20 OVERTIME

A. Any employee who works more than forty (40) hours in any given week or eight (8) hours in any given day shall be paid at the rate of one and one-half (1 ½) times the employees regular rate of pay.

B. Any employee who works on Saturday shall be paid one and one half (1.5) times the employee's regular rate of pay. Any employee who works on Sunday shall be paid one and one half (1.5) times the employees regular rate of pay. Any employee who works more than sixteen (16) hours consecutively shall receive double time for any additional work beginning with the seventeenth (17th) hour. On the twenty fifth (25th) hour, the employee gets compensated for the day at straight pay, plus time and a half (1 ½) for every hour worked, if the employee agrees to continue working or the employee can opt to leave work and get paid just straight pay for a normal shift.

C. Overtime shall be assigned by seniority on a rotating basis, However consideration is made based on the experience and ability of the employee for the job that needs to be completed. This determinations will be done by the supervisor

D. No Employee in the bargaining unit shall be required to work more than sixteen (16) consecutive hours unless the Employees agrees and is compensated as aforementioned.

E. For the purposes of overtime compensation, all paid time off shall be counted as time worked for the purpose of calculating hours worked.

ARTICLE 21 CALL IN PAY

A. Employees called to work prior to the start of their regularly assigned shift shall be entitled to a minimum of three (3) hours call in pay at the overtime rate of one and one-half (1 ½) times the regular hourly rate.

B. Employees called back to work after the conclusion of the normal shift, shall be entitled to a minimum of three (3) hours call back pay at the overtime rate of one and one-half (1 ½) times the regular hourly rate.

C. Call in shall be assigned by seniority on a rotating basis. In order to be eligible to be called in, the Employee must be qualified to perform the task. When necessary for safety purposes, two (2) Employees shall be required to be called in.

ARTICLE 22 MEAL ALLOWANCE

A. When an employee is required to work in excess of ten (10) hours or more, said employee shall be granted a second one-half (1/2) hour lunch period at no loss of pay for such lunch period and shall be granted an additional one-half (1/2) hour lunch period at no loss of pay for each five (5) hours over the above mentioned ten (10) hours. The meal allowance for each of the aforementioned lunch periods shall be fifteen (\$15.00) dollars. The Borough shall make arrangements with the local 7-11, QuickChek or similar establishment that is open 24 hours to provide payment of the above-mentioned benefit. An account may be set up with the designated establishment or payment shall be made directly to the establishment, not the Employee.

B. The Borough shall provide coffee and beverages to the employees at the Department of Public Works building during emergencies, such as by way of example and not limitation, snow removal.

ARTICLE 23 DEATH BENEFIT

A. The Borough shall continue to provide the existing ten thousand dollar (\$10,000.00) life insurance policy for all Members of the bargaining unit. The Members are also entitled to any life insurance benefit provided for as participants in PERS.

B. In the event of the death of any member, payment of salary shall be made up to and including the day of death, together with any accumulated time which the employee may be entitled to for services rendered to the Borough, including accumulated sick leave pay reimbursement, vacation benefits and personal days. All time shall be pro-rated for the final year of service.

ARTICLE 24 PENSION

A. Pension provisions shall be in accordance with the provisions of State law applicable to the Public Employees Retirement System.

ARTICLE 25 NON-DISCRIMINATION

A. There shall be no discrimination by the Borough or the Union against employees on account of race, color, religious creed, sex, sexual orientation, national origin, disability, perception of disability, marital status, civil union status, domestic partnership status, familial status, affectional or sexual orientation, gender identity or expression, genetic information, atypical heredity cellular or blood trait, age, or any other protected status.

B. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union.

ARTICLE 26 DISCIPLINE

A. In the administration of this Article, the parties agree that the principle of progressive discipline shall be followed, and it shall be understood by the parties that discipline is meant to be corrective rather than punitive. When a supervisor believes that an Employee is not conforming to the Borough policies and rules, following instructions, or acting improperly, the Supervisor shall first have a conversation with the Employee and take no disciplinary action. If discipline is to be imposed, the Shop Steward shall be present.

B. The Borough has the right to discipline Employees by advising, counseling, verbal or written warnings, suspension with or without pay or termination for just cause.

C. The Borough shall issue any written notice to the employee of disciplinary action within ten (10) days of the alleged offense being committed. The Borough shall also furnish a copy of the written notice to the Shop Steward and Union Representative.

D. The written notice of discipline shall have a place for the employee to sign that he/she received a copy thereof and is aware that such notice is being placed in his/her file.

E. The employee must have Union representation for all disciplinary actions.

ARTICLE 27 VETERANS RIGHTS AND BENEFITS

A. The seniority rights of all employees who are serving pursuant to an appropriate law now in force or to be enacted, shall be maintained during such period of military services. Each such employee shall have the right to reinstatement to the former position held or to a position of equal status, at the salary rate previously received by the employee at the time of said employee's induction into military service, together with all salary increases granted by the Borough to said employee's previous position during the period of such military service. There shall be no retroactive pay or benefits unless required by law or covered in this agreement.

ARTICLE 28 UNPAID LEAVE OF ABSENCE

A. A permanent full-time employee may request a personal leave of absence without pay for good cause for a period not to exceed six (6) months. Leave may be granted with the approval of The Borough and subject to the needs of the Borough.

B. A leave of absence may be renewed upon the request of the employee and it may be granted for reasons deemed proper by The Borough.

C. All decisions of the Employer regarding leaves of absence shall be discretionary.

D. At the expiration of such leave, the employee shall be returned to the position from which he is on leave and shall be entitled to all increases in the rate of pay granted during his leave for title. Upon return, there shall be no retroactive pay. During the period of leave, the Borough shall not make any contributions to any medical insurance or other benefits. Contributions to the Pension System shall be as required by law.

E. During all personal leaves of absence, seniority shall be retained, provided however that seniority shall not accrue during the period of the leave of absence and upon the employee shall have no greater seniority than at the time that the employee commenced his leave of absence.

F. The period of time during which an employee is on an unpaid leave of absence shall not be considered service time for any purpose under this agreement. Accordingly, no paid time shall accrue during the unpaid leave of absence.

ARTICLE 29 FMLA

A. Employees shall be entitled to leave pursuant to the Federal Family Medical Leave Act and/or the New Jersey Family Leave Act. Employees shall not be required to use their earned or accrued vacation as part of this leave. The Township maintains its statutory right to designate any eligible leave as FMLA/FLA leave.

ARTICLE 30 DISABILITY

A. The Borough shall participates in the State of New Jersey Disability Insurance Program (SDI). The cost of the insurance program is shared between the Borough and each employee. The contribution is determined by the State of New Jersey Department of Labor and Workforce Development Employment Security Agency. Each pay period, the employee pays their contributions through payroll deduction, based on their total gross taxable income for that period. SDI provides a benefit equal to two-thirds of the employee's regular rate of pay up to the maximum amount payable.

ARTICLE 31 ON THE JOB INJURY/WORKERS COMPENSATION

A. In the event an employee becomes disabled by reason of a work related injury or illness and is unable to perform his duties, he/she shall be entitled to Workmen's Compensation benefits provided by the Borough.

B. Employees shall not be required to use accumulated sick time while receiving Workmen's Compensation benefits.

C. Employees shall continue to accrue seniority, benefits and benefit time while receiving Workmen's Compensation Benefits.

D. The Borough shall continue to provide all health care benefits while the Employee is receiving Workmen's Compensation Benefits.

ARTICLE 32 HOURS OF WORK

A. The hours of work for the Department of Public Works (DPW) shall be determined by the Borough. Those hours shall be scheduled in daily 8-hour increments between the hours of 7:00am thru 3:00pm, Monday and Friday inclusive of two (2) fifteen (15) minute paid breaks and a minimum 30 minute paid lunch period.

ARTICLE 33 SALARIES/WAGES

A. The following increases shall apply retroactively to all full time Employees:

	1/1/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Lead/Laborer	\$22.00	\$22.55	\$23.12	\$23.70	\$24.29
Mechanic/Laborer	\$21.00	\$21.53	\$22.07	\$22.62	\$23.19
Laborer After Probation	\$18.00	\$18.45	\$18.91	\$19.38	\$19.86
Laborer Start	\$16.00	\$16.40	\$16.81	\$17.23	\$17.66

B. New hire starting salary shall be a minimum of \$16.00/hour. After successful completion of the probation period the Employee shall receive a \$2.00/hour increase and be entitled to any yearly contractual increases provided herein.

C. A full time Employee of the bargaining unit shall be assigned to be the Lead Laborer-Road/W-S. Once assigned to this position, the Employee shall only be removed for just cause.

ARTICLE 34 HEALTH AND WELFARE BENEFITS

A. The Borough agrees to provide the following insurance coverages through the SHBP for the Employees and their families: Horizon Blue Cross – Blue Shield NJ Direct; NJ Direct 15 Prescription Drug; the existing dental insurance as provided by the Delta Dental Plan and the existing Eye Care Plan.

B. In the event that the insurance carriers presently carrying the hospitalization, medical, prescription, dental and eye care for the Borough shall refuse to carry or continue said insurance coverage, the Borough shall immediately apply to a new insurance company or companies for equal to or better insurance coverage and shall provide that there shall be no interruption of insurance coverage afforded.

The Borough shall supply life insurance coverage on the lives of each of its Employees in the amount of ten thousand dollars (\$10,000.00), NJ State Disability Insurance and Member of PERS.

C. Full time Borough Employees who are eligible for health care benefits coverage are permitted to waive such coverage and receive monetary payments as provided below. All of the following eligibility requirements must be satisfied:

1. The Employee must have health care benefits coverage from another source and demonstrate that he/she has alternate coverage through the completion of an SHBP waiver form
2. The alternate source must be from a source other than the Borough.

The waiver payment shall be paid as follows:

1. If medical coverage is waived, the waiver shall be twenty five percent (25%) or five thousand dollars (\$5,000.00), whichever is less, of the amount saved by the Borough because of the Employee's waiver of coverage.
2. The waiver payment shall be paid quarterly through payroll.

An Employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as though he/she had not waived coverage if the Employee ceases to be covered through the alternate source of coverage for any reason.

An Employee who resumes coverage shall repay, on a pro rata basis, any amount which represents an advance payment for a period of time during which coverage was resumed.

D. Should any Borough Employee receive a more favorable health care related benefit, including cost sharing costs, the Employees covered by this agreement shall be entitled to the same benefit.

ARTICLE 35 PAID SICK LEAVE

A. Full time Employees of the DPW shall receive 15 sick days per calendar year. Unused sick time can be accumulated from year to year up to maximum of thirty (30) days. Accumulated sick leave shall have no cash value upon retirement.

B. Sick leave may be used in hourly increments.

ARTICLE 36 PERSONAL LEAVE

A. Full time Employees shall receive three (3) personal days per calendar year. Personal days may be used in hourly increments.

ARTICLE 37 BEREAVEMENT LEAVE

A. Employees shall be entitled to three (3) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as and limited to spouse, civil union partner, child, stepchild, parent, sibling, mother in law, father in law, brother in law, sister in law, son in law, daughter in law, grandparents, grandchildren, aunt, uncle, nephew and niece.

ARTICLE 38 JURY DUTY

A. Those Employees called to serve on a jury are expected to fulfill their civic obligation. The Borough encourages each Employee to assume this duty when so called.

 The notice of jury selection must be given to the Municipal Clerk as soon as it is received by the Employee.

B. Employees shall receive their regular wages while serving on jury duty. When they have completed their jury duty, they are expected to return to work on their next workday. If an Employee fails to return to work on their next workday following the completion of jury duty, that time only shall be unpaid.

ARTICLE 39 VACATION

A. Full time Employees are entitled to the following vacation days:

First year: One Week (prorated for calendar year)

Second through fifth year: Two weeks

Sixth through twelfth year: Three weeks

Thirteenth through sixteenth year: Four weeks

When transitioning to the next level of allotted vacation weeks the Employee shall be entitled to the additional time on January 1st of their anniversary year.

B. Full time Employees are entitled to carry a maximum of seven (7) days and can carry 21 days on the books indefinitely.

C. Vacation time may be used in single days or hourly increments.

D. Vacation picks shall be awarded by seniority.

E. Should a paid Holiday fall within an Employees scheduled vacation period, the Employee shall receive eight (8) hours holiday pay and shall not be charged with the use of a vacation day for that day.

ARTICLE 40 HOLIDAYS

A. Full time Employees shall receive twelve (12) paid holidays during the calendar year as follows:

New Year's Day	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Christmas Day	Floating Day

The Floating Day may be used at the Employee's discretion with reasonable notice to and approval from the Borough and may be used in hourly increments.

B. Any full time Employee scheduled to work on any of the above listed Holidays, or called in shall be paid two (2) times their hourly rate for all hours worked with a minimum of 8 hours.

C. Holidays that fall on Saturday shall be celebrated on the preceding Friday and Holidays that fall on a Sunday shall be celebrated on the succeeding Monday.

ARTICLE 41 UNIFORMS

A. The Borough shall provide a Uniform supply, cleaning, and maintenance service for all full time Employees. The Employees shall be provided with 11 pants, 11 shirts, 2 hooded sweatshirts, 1 winter jacket, 6 short sleeve t-shirts and 2 sets of rain gear.

B. Each full time Employee shall have the following option each year, to be obtained from a vendor selected by the Borough:

1. 2 Pair of Boots

OR

2. 1 Pair of Boots and 1 set of Rain Gear

ARTICLE 42 TERM OF CONTRACT

A. This Agreement shall be in full force and effect retroactive to January 1, 2023 and shall remain in effect to and including December 31, 2027. This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days, nor later than one hundred twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. If such written notice is given, and a new contract is not signed before the expiration date of the old contract, this Agreement is to continue in full force and effect until a new contract is signed.

IN WITNESS WHEREOF, the Union and the Borough have executed this Agreement this 18th day of APRIL, 2023

TOWNSHIP OF HAMBURG

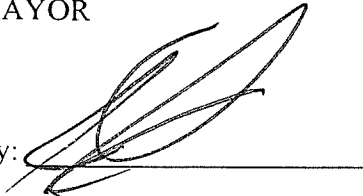
TEAMSTERS LOCAL NO. 125

By: 

By:  4/29/23

MAYOR

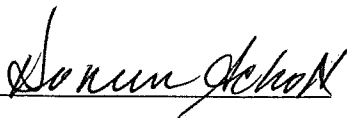
VICE
PRESIDENT

By: 

By: _____

ROAD COMMISSIONER

SECRETARY TREASURER

By: 

By: 

BOROUGH CLERK

SHOP STEWARD