

STRATFORD BOROUGH COUNCIL  
AGENDA MEETING/REDEVELOPMENT WORKSHOP AGENDA  
JUNE 4, 2020  
7:00 P.M.

**CALL TO ORDER:**

The June 4<sup>th</sup>, 2020 Stratford Borough Agenda Meeting/Redevelopment Workshop.

**PLEDGE OF ALLEGIANCE AND PRAYER:**

**STATEMENT OF ADVERTISEMENT:**

Notice of this meeting has been provided to the Courier Post and The Retrospect and is posted on the Borough Hall Bulletin Board stating the time and the place of the meeting.

**ROLL CALL:**

MAYOR JOSH KEENAN  
COUNCIL PRESIDENT LINDA HALL  
COUNCILMAN STEPHEN GANDY  
COUNCILMAN PATRICK GILLIGAN  
COUNCILMAN PATRICK GREEN  
COUNCILWOMAN TINA LOMANNO  
COUNCILMAN MICHAEL TOLOMEO

STUART PLATT, BOROUGH SOLICITOR  
STEVEN BACH, BOROUGH ENGINEER  
RON MORELLO, POLICE CHIEF  
CHRIS CONROY, BOROUGH ADMINISTRATOR  
MICHAELA BOSLER, ACTING BOROUGH CLERK

**PUBLIC PORTION FOR AGENDA ITEMS ONLY:**

Motion to go to open public portion on agenda items only:

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Voice Vote \_\_\_\_\_

Motion to close public portion on agenda items:

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Voice Vote \_\_\_\_\_

**POLICE REPORT:**

**ENGINEER REPORT:**

**APPROVAL OF MINUTES:**

APRIL 27, 2020	SPECIAL MEETING
APRIL 27, 2020	EXECUTIVE SESSION
MAY 7, 2020	AGENDA MEETING/REDEVELOPMENT WORKSHOP
MAY 7, 2020	EXECUTIVE SESSION
MAY 12, 2020	REGULAR MEETING

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ RCV: \_\_\_\_\_

**OLD BUSINESS:**

RES. 2020:118 RESOLUTION TO READ BUDGET BY TITLE ONLY

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ RCV: \_\_\_\_\_

2020 BOROUGH OF STRATFORD BUDGET – PUBLIC HEARING

*This agenda is subject to change*

Motion to open the public hearing on 2020 Budget: \_\_\_\_\_ Second: \_\_\_\_\_ Voice Vote \_\_\_\_\_  
Motion to close the public hearing on 2020 Budget: \_\_\_\_\_ Second: \_\_\_\_\_ Voice Vote \_\_\_\_\_

RES. 2020:119 ADOPTION OF THE 2020 BOROUGH OF STRATFORD BUDGET  
Motion: \_\_\_\_\_ Second: \_\_\_\_\_ RCV: \_\_\_\_\_

**NEW BUSINESS:**

REPORT #1 UPCOMING PUBLIC HEARINGS OF ORDINANCES  
REPORT #2 UPCOMING INTRODUCTIONS OF ORDINANCES  
REPORT #3 PARKS COMMISSION LIASON  
REPORT #4 COURT REPORT

**RESOLUTIONS:**

RESOLUTIONS 2020:120 THROUGH 2020:123 WILL BE DONE AS A CONSENT AGENDA  
Council can at this time request to remove any of the resolutions from the consent agenda and they can be voted on separately.

RES. 2020:120 ESTIMATED TAX RATE  
RES. 2020:121 AUTHORIZING THE DISPOSAL OF BICYCLES  
RES. 2020:122 APPOINTMENT OF LOCAL REGISTRAR OF VITAL STATISTICS – SHARON McCART  
RES. 2020:123 APPROVING NEW BUSINESS LICENSE FOR WEBER’S DRIVE IN  
Motion: \_\_\_\_\_ Second: \_\_\_\_\_ RCV: \_\_\_\_\_

RES. 2020:124 AUTHORIZE EXECUTION OF EMPLOYMENT AGREEMENT WITH TEAMSTERS LOCAL UNION #676  
Motion: \_\_\_\_\_ Second: \_\_\_\_\_ RCV: \_\_\_\_\_

**COUNCIL COMMENTS:**

**GOOD AND WELFARE:**

Motion to open the meeting to the public for Good and Welfare:  
Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Voice Vote \_\_\_\_\_  
Motion to close the public portion for Good and Welfare:  
Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Voice Vote \_\_\_\_\_

**ADJOURN:**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Voice Vote \_\_\_\_\_

**RESOLUTION 2020:118**  
**RESOLUTION TO READ BUDGET BY TITLE ONLY**

WHEREAS, N.J.S. 40A:4-8, as amended by L.2015, c. 95, § 14, 2015, provides that the budget may be read by title only at the time of the public hearing if a resolution is passed by not less than a majority of the full governing body, providing that at least one week prior to the date of hearing, a complete copy of the budget has been made available for public inspection, and has been made available to each person upon request; and

WHEREAS, these two conditions have been met;

NOW, THEREFORE, BE IT RESOLVED, that the budget shall be read by title only.

ROLL CALL VOTE

	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT	RECUSE
GANDY							
GILLIGAN							
GREEN							
HALL							
LOMANNO							
TOLOMEO							

BY: \_\_\_\_\_  
JOSH KEENAN, MAYOR

ATTEST: \_\_\_\_\_  
MICHAELA BOSLER,  
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford held on June 4, 2020

\_\_\_\_\_  
MICHAELA BOSLER,  
ACTING BOROUGH CLERK

**RESOLUTION 2020:119  
ADOPTION OF THE 2020 BUDGET**

**BE IT RESOLVED** that the attached statements of revenues and appropriations shall constitute the Borough of Stratford Municipal Budget for the calendar year of 2020; and

**BE IT FURTHER RESOLVED** that said budget was approved for introduction by the Governing Body of the Borough of Stratford on Thursday, May 7, 2020, pursuant to Resolution 2020:104; and

**BE IT FURTHER RESOLVED** upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public and a public hearing was held on June 4, 2020 where interested taxpayers were given the opportunity to file or register any objections to said proposed budget.

**NOW THEREFORE BE IT RESOLVED** by the Governing Body of the Borough of Stratford that the budget as submitted and summarized is approved and adopted as the 2020 budget of the Borough of Stratford.

BY: \_\_\_\_\_  
JOSH KEENAN, MAYOR

ATTEST: \_\_\_\_\_  
MICHAELA BOSLER,  
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford held on June 4, 2020.

\_\_\_\_\_  
MICHAELA BOSLER,  
ACTING BOROUGH CLERK

**RESOLUTION 2020:120**  
**ESTIMATED TAX RATE**

**WHEREAS**, due to the late adoption of the Borough of Stratford's 2020 Municipal Budget and 2020 Camden County Budget, the Camden County Board of Taxation is unable to certify tax rates for the year 2020; and

**WHEREAS**, without a 2020 certified tax rate the Tax Collector of the Borough of Stratford will be unable to issue 2020 tax bills on a timely basis;

**NOW THEREFORE BE IT RESOLVED**, by Mayor and Council of the Borough of Stratford as follows:

1. The Tax Collector of the Borough of Stratford is hereby authorized and directed to prepare and issue estimated tax bills for the Borough of Stratford for the third installment of 2020 taxes. The Tax Collector shall proceed and take such actions as are permitted and required by Chapter 72, Public Laws of 1994 and N.J.S.A. 54:4-66.2 and 54:4-66.3.
2. The entire tax levy for 2020 is hereby set 18,165,582.37. The estimated tax rate for 2020 is hereby set at 4.437.

BY: \_\_\_\_\_  
JOSH KEENAN, MAYOR

ATTEST: \_\_\_\_\_  
MICHAELA BOSLER,  
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford held on June 4, 2020.

\_\_\_\_\_  
MICHAELA BOSLER,  
ACTING BOROUGH CLERK

**RESOLUTION 2020:121**  
**AUTHORIZING THE DISPOSAL OF BICYCLES**

WHEREAS, the Stratford Police Department holds bicycles found in the Borough of Stratford; and

WHEREAS, the bicycles have to be held for a specific time before being released for disposal,

WHEREAS, due to the condition of said bikes, there is no value but junk value at this time,

NOW, THEREFORE BE IT RESOLVED, the police have ready bicycles which are able to be disposed of

BE IT FUTHER RESOLVED, by Mayor and Council to authorize the disposal of the following bicycles:

<u>Case #</u>	<u>Color</u>	<u>Brand/Model/Description</u>	<u>Serial #</u>
2017-02526	Blue	Malibu Hopper	#0D0204879
2018-03904	Black	Roadmaster 18" Mountain Bike	Unknown
2019-00406	Blue/White	Shimano Next	#WLC024173
2019-00994	Red	Nishiki SRT Mountain Bike	Unknown
2019-01466	Pink/White	BMX Style	#SNHTC140D3572
2019-01586	Blue	Signal Cross Series 26" 10 Speed	Unknown
2019-02096	White	Mongoose Mountain Bike	#SNFD12A54896
2019-03387	Black/Red	Pacific Evolution	Unknown

BY: \_\_\_\_\_

JOSH KEENAN, MAYOR

ATTEST: \_\_\_\_\_

MICHAELA BOSLER,  
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford held on June 4, 2020.

\_\_\_\_\_  
MICHAELA BOSLER,  
ACTING BOROUGH CLERK

**RESOLUTION 2020:122**  
**APPOINTMENT OF LOCAL REGISTRAR OF VITAL STATISTICS – SHARON McCART**

**WHEREAS**, the State of New Jersey Department of Health and Senior Services, Vital Statistics Registration requires municipalities to appoint a Local Registrar, Deputy Registrar, Alternate Deputy Registrars, and Sub Registrars prescribed by N.J.S.A. 26:8-11 through 26:8-22; and

**WHEREAS**, upon appointment, the Local Registrar shall appoint a Deputy Registrar and may appoint up to two Alternate Deputy Registrars; and

**WHEREAS**, Sharon McCart is a Certified Municipal Registrar, has completed the required amount of continuing education credits for recertification, and is qualified to fulfill the responsibilities as the Local Registrar for the Borough of Stratford; and

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council, of the Borough of Stratford, County of Camden, State of New Jersey, authorizes the appointment of Sharon McCart, CMR, as the Local Registrar for a three-year term beginning June 4, 2020;

**BE IT FURTHER RESOLVED** that the Local Registrar is hereby authorized to appoint the following individuals to the positions of Deputy Registrar and Alternate Deputy Registrar:

Deputy Registrar – Valerie Ciminera, CMR  
Alternate Deputy Registrar – Chris Conroy, CMR  
Alternate Deputy Registrar – Michaela Bosler, CMR

**BE IT FURTHER RESOLVED** that the office of the Borough Clerk is hereby authorized to forward certified copies of this resolution to the State Registrar's office.

BY: \_\_\_\_\_  
JOSH KEENAN, MAYOR

ATTEST: \_\_\_\_\_  
MICHAELA BOSLER,  
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford held on June 4, 2020.

\_\_\_\_\_  
MICHAELA BOSLER,  
ACTING BOROUGH CLERK

**RESOLUTION 2020:123**  
**APPROVING NEW BUSINESS LICENSE FOR WEBER'S DRIVE IN**

**WHEREAS**, Mayor and Council of the Borough of Stratford have passed an ordinance establishing Chapter 5.04 of the code of the Borough of Stratford, known as "Business Licenses Generally".

**WHEREAS**, a license is required to operate or conduct any business establishment in the Borough of Stratford.

**NOW, THEREFORE, BE IT RESOLVED** by Mayor and Council of the Borough of Stratford that the proper investigations have been made and the following applicant has complied with the general laws and statutes of the State and the ordinance of the Borough of Stratford.

**BE IT FURTHER RESOLVED**, that approval of the following business' licenses has been granted by Mayor and Council for effective June 4, 2020:

Weber's Drive In  
105 S. White Horse Pike  
Mercantile, Sign, Food

BY: \_\_\_\_\_  
JOSH KEENAN, MAYOR

ATTEST: \_\_\_\_\_  
MICHAELA BOSLER,  
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford held on June 4 2020.

\_\_\_\_\_  
MICHAELA BOSLER,  
ACTING BOROUGH CLERK

**RESOLUTION 2020:124**  
**AUTHORIZE EXECUTION OF EMPLOYMENT AGREEMENT WITH TEAMSTERS LOCAL UNION**  
**#676**

WHEREAS, the Borough of Stratford has negotiated in good faith with Teamsters Local Union #676 for an employment agreement to cover all full time and part time employees of Public Works, Sewer Department, and all clerical employees in Borough Hall, Sewer Utility, Court and Police Department, excluding temporary employees and executive management; and

WHEREAS, the agreement has been created and is ready for execution by Borough Officials; and

WHEREAS, the agreement has a term of January 1, 2020 through and including December 31, 2022;

NOW, THEREFORE, BE IT RESOLVED, by Mayor and Council to authorize the execution of employment agreement with the Teamsters Local Union #676 to expire on December 31, 2022.

BY: \_\_\_\_\_  
JOSH KEENAN, MAYOR

ATTEST: \_\_\_\_\_  
MICHAELA BOSLER,  
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford held on June 4, 2020.

\_\_\_\_\_  
MICHAELA BOSLER,  
ACTING BOROUGH CLERK

*AGREEMENT*

*Between*

*BOROUGH OF STRATFORD*

*And*

*TEAMSTERS LOCAL UNION NO. 676*

*Affiliated with the  
International Brotherhood of Teamsters*

*Effective Dates:  
January 1, 2020  
Up to and including  
December 31, 2022*

## **INTRODUCTION**

*THIS AGREEMENT* made by and between *BOROUGH OF STRATFORD*, (hereinafter referred to as the "*Employer*") and *TEAMSTERS LOCAL UNION NO. 676*, affiliated with the *International Brotherhood of Teamsters*, (hereinafter referred to as the "*Union*").

### **ARTICLE 1- RECOGNITION**

The Employer recognizes and acknowledges that *Teamsters Local Union No. 676* is the exclusive representative of the employees in the classifications of work covered by this Agreement, for the purposes of collective bargaining, as may be provided by the *National Labor Relations Act*.

### **ARTICLE 2- OPERATIONS COVERED**

**Section 1** The execution of this Agreement on the part of the Employer shall cover all operations of the Employer which are covered by this Agreement and shall have application to work performed within the classification defined and set forth in this Agreement or any Supplements hereto.

#### **Section 2 Classifications Covered**

This Agreement shall cover and govern the following classifications: all full time and part time Public Works Employees, Sewer Department Employees and all Clerical Employees in the Borough Hall, Sewer Utility, Court and Police Department. For purposes of this agreement, a part time employee is defined as an employee, other than a temporary employee, who has been appointed by the governing body, either at an hourly wage or salary, and has been appointed to work less than 30 hours per week. Part time employees who hold more than one job, position, or duty, shall remain part time employees and due not become full time employees by virtue of holding more than one part time or temporary position. Temporary employees who hold more than one job, position, or duty shall remain temporary employees and are not covered by this agreement.

**ARTICLE 3- TRANSFER OF COMPANY TITLE & INTEREST**

This Agreement shall be binding upon the parties and to their successors, administrators, executors and assigns. In the event an entire operation is sold, leased or transferred, such operations shall continue to be subject to the terms and conditions of this Agreement for the life thereof only in the event that such sale, transfer or assignment is made for the purposes of voiding this Agreement.

**ARTICLE 4- UNION SECURITY**

**Section 1** All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is later, shall be encouraged to remain members of the Local Union in good standing. All present employees who are not members of the Local Union and all employees who are hired hereafter shall be strongly encouraged to become and remain members, in good standing, upon completion of the probationary period or on and after the probationary period following the effective date of this subsection, whichever is later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the *National Labor Relations Act*, but not retroactively.

**Section 2** The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith encourage such person to enroll as a member. Further, the failure of any person to maintain his/her membership, in good standing, as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to encourage such person to maintain membership. The Employer shall immediately upon employment notify the Shop Steward, or the Union if there is no Shop Steward, in writing, of any person who under this Agreement is required to be a member of the Union. Upon notice from the Union that an employee who has been employed for the duration of the probationary period and has failed to tender period dues and initiation fees uniformly required as a condition of acquiring and retaining membership, the Employer agrees to support and encourage such employee to acquire and maintain membership upon notice from the Union to the Employer.

The Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members.

**Section 3** In the event of any change in the law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum union security which may be lawfully permissible.

**Section 4** No provisions of this Article shall apply in any State to the extent that it may be prohibited by State law. If under applicable State law additional requirements must be made before any such provision may become effective such additional requirements shall first be met. If any provision of this Article is invalid under the law of any State wherein this Agreement is executed, such provision shall be modified to comply with the requirements of State law or shall be renegotiated for the purpose of adequate replacement.

#### **ARTICLE 5- HIRING NEW EMPLOYEES**

**Section 1** The Employer shall notify the Union when any new employees are to be hired. The Union shall have the right to send applicants for the job or jobs, and the Employer agrees to interview such applicants, and give the same interview considerations to Union sent applicants as is given to applicants from other sources. This provision shall not be deemed to require the Employer to hire Union applicants or to preclude the Employer from hiring employees from other sources.

**Section 2** During the probationary period of three (3) consecutive months, the employee may be discharged without further recourse, provided that the Employer may not discharge or discipline for the purpose of evading this Agreement, or discrimination against Union members.

**Section 3** After the probationary period, the employee shall be placed on the regular seniority list, and his/her seniority date shall revert back to his/her first day of hire. In case of discharge within the probationary period, the Employer shall notify the Union, in writing. After completion of the probationary period, an employee shall gain seniority status and his/her seniority date on the seniority list shall revert back to the first day of the probationary period. No employer shall be permitted to deprive a qualified employee of the right to gain seniority status by any subterfuge or by any refusal to hire such qualified employee when work is available.

**ARTICLE 6- WORK PERFORMED BY COVERED EMPLOYEES**

All work performed in any classification covered by this Agreement is to be performed primarily on a seniority basis by employees covered under this Agreement. Additionally, the parties agree that any mandatory overtime offered by the employer is to be offered first to the employees covered under this Agreement based upon seniority on a rotating basis. All employees covered under this Agreement must have the opportunity to avail themselves of mandatory overtime.

**ARTICLE 7- MAXIMUM UNION SECURITY**

In the event of any change in the *National Labor Relations Act* during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum Union security which may be lawfully permissible, and this Agreement shall be considered modified to that extent.

**ARTICLE 8- STEWARDS**

**Section 1 Appointment and Duties**

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 collection of dues when authorized by appropriate Local Union action.
3. 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 have;
  - a. been reduced to writing;
  - b. are of a routine nature, and;
  - c. do not involve work stoppages, slowdowns, 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 official action of the Union.

The Employer recognizes these limitations upon the authority of the Shop Stewards and their Alternates, will hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdowns, or work stoppage in violation of this Agreement.

**Section 2 Shop Steward**

Under no circumstances shall the Employer discriminate against the Shop Steward because of his/her activities as such.

**Section 3 Orders and Decisions Not to be Made**

Shop Stewards and Alternates shall not give orders to employees nor countermand the orders of management. Further, they shall not be the sole judge in determining whether a piece of equipment is unsafe. However, the Business Agent shall have the right to investigate and determine, along with management, disputes regarding unsafe equipment.

**Section 4 Investigation of Grievances by the Shop Steward**

Shop Stewards shall be permitted to investigate, present and process grievances on the property of the Employer without loss of time or pay.

**Section 5 Pay for Time**

Whenever the Shop Steward is required to attend any grievance hearings attended by representatives of the Employer and the Union, he/she shall be compensated by the Employer for all lost earning opportunities or time lost during regular hours only.

**ARTICLE 9- ABSENCE**

**Section 1 Sick Leave**

To the extent not inconsistent with the Policy and Procedure Manual of the Borough of Stratford, sick leave will be accumulated by full time employees at a rate of 1 working day per month for the first year of employment; thereafter, 1.25 days per month for a maximum of 15 sick days per year after the first year of employment.

Part time employees accrue sick leave on a pro rata basis, accounted for monthly in the payroll system, determined by multiplying the benefit due based on years of service times the percentage calculated as the number of hours credited to the part time employee in the prior month divided by the average hours per month credited to an employee with full time status.

**Section 2 Sick Leave Buy Back**

Full and part time employees can carry over and bank unused sick days as permitted by NJ statute. Beginning January 1, 2020, employees who have accumulated a bank of more than 15 sick days may sell additional days back to the Borough at half of their compensation value. The number of days available to sell back to the Borough is not limited as long as the minimum bank of 15 days is maintained. Notification of intent to sell days back to the Borough must be given in writing to the Borough Clerk or the Borough CFO by March 31 of each year; email notification to the Borough Clerk or the Borough CFO is acceptable. Employees must confirm the number of days to be sold back to the Borough CFO by November 1 and the actual sick time buy back will occur in December of each year.

**Section 3 Personal Holidays**

January 1<sup>st</sup> of each calendar year covered under this Agreement, each full-time employee will receive two (2) personal holidays to be used by December 31<sup>st</sup> of the same calendar year. Part time employees are allotted pro rata personal days determined by multiplying the benefit due an employee with full time status by the percentage calculated as the number of hours credited to the part time employee in the prior year divided by the average hours credited per year to an employee with full time status. Any unused personal holidays will not be permitted to be carried over to the next year

**Section 4 Seniority**

Inability to work because of proven illness or injury shall not result in loss of seniority rights, except as a result of criminal activity.

**ARTICLE 10- SENIORITY PRINCIPLE**

**Section 1 Seniority Shall Prevail**

If the Employer established different starting times for employees in the same job classification, the senior employee if qualified in the classification, shall have the choice.

For example, where the Employer schedules one (1) employee to commence work 7:00 a.m., another at 8:00 a.m., and a third at 9:00 a.m., the senior employee shall have the choice of deciding which of the three (3) he/she prefers. Similarly, the qualified senior employee in the same job classification shall have the choice, he/she shall continue on that starting time until such starting time is discontinued or until a change is mutually agreeable to the Employer and the Union.

**Section 2 Seniority**

After the completion of the probationary period, an employee shall gain seniority status and his/her seniority date shall revert to the first day of the probationary period. No Employer shall be permitted to deprive a qualified employee of the right to gain seniority status by any subterfuge or by any refusal to hire such qualified employee when work is available.

**ARTICLE 11- SENIORITY**

In conformance with the governing Civil Service Statutes, no employee shall hold two (2) seniority standings. Any employee on layoff from his/her Employer shall have recall rights up to one (1) year. In the event the employee is working for another Employer during his/her layoff status, he/she may maintain seniority with such other Employer until such time his/her first Employer recalls him/her from layoff status; if the employee refuses to report back to work with the first Employer, then such employee shall lose all seniority rights with the first Employer.

**ARTICLE 12- LOSS OF SENIORITY**

**Section 1**

Seniority shall be broken and names removed from the seniority list for the following reasons:

1. Discharge for just cause;
2. Voluntarily leaving employment;
3. Layoff for one (1) year or more;
4. Failure to respond to notice of recall;
5. Unauthorized leave of absence;
6. Substance abuse.

**Section 2     *Illness or Injury***

In accordance with the governing civil service regulations as well as the Borough of Stratford's Policy and Procedure Manual, any employee who is absent because of illness or injury shall accumulate seniority for the purpose of determining his/her place on the seniority list.

**ARTICLE 13-                     *SENIORITY PRINCIPLE***

**Section 1     *Layoff and Recall***

In accordance with the governing civil service regulations, should it become necessary to lay employees off because of lack of business, the Employer shall resort to strict seniority, which means the last employee hired shall be the first employee laid off. When the Employer recalls laid off employees, pursuant to governing civil service regulations the Employer shall recall the employees in reverse order in the manner they were laid off, which means the last employee laid off shall be the first employee to be recalled.

**Section 2     *Notification of Recall***

The Employer when recalling laid off employees for an extended period of employment may notify them by telephone. In the event that immediate recall is necessary, telephone notification is sufficient. In either of the above two (2) events, the Shop Steward shall have the right to verify the telephone notification.

If recall is not urgent, the Employer shall send a registered letter to the employee's last known address (as indicated on the Employer's records) and the employee shall be given seven (7) days to respond to such recall notice. After the employee has notified the Employer that he/she will return to work, the employee shall have one (1) week to adjust any personal matters he/she may have. If the employee fails to report within the one (1) week period, he/she shall lose all seniority rights under the contract.

**Section 3     *Notice of Lay Off***

The Employer agrees, per civil service regulations, to give one (1) weeks' notice, whenever making permanent layoffs, to the Union and the Shop Steward, Notice must be given in writing.

**ARTICLE 14- MILITARY SERVICE**

After one year of employment in the event that any regular employee is called into active military service in the Armed Forces of the United States, such employee shall not, during the period of such service, lose his/her seniority rights as herein provided. Further, in accordance with the current Borough of Stratford policy, upon discharge from such service, he/she shall be offered his/her former position, or one of like status, provided he/she:

- a. received a certificate of honorable discharge;
- b. is still qualified to perform the duties of his/her position, and;
- c. applied for reinstatement within sixty (60) days after such discharge.

Employees shall receive a written leave of absence from the Employer when leaving to enter into the military forces. In the event any employee covered by this Agreement, who is a reservist in the Armed Forces of the United States, is required to go away on maneuvers or summer encampment for a temporary period not exceeding 10 working days, the Employer agrees to supplement his/her military pay with one full week's pay at the straight time rate for his/her job classification for the first 5 days. For days 6-10, the Employer will supplement the employee's military pay with an amount sufficient to equal his/her regular weekly pay using the employee's straight time rate for his/her job classification.

**ARTICLE 15 - PROMOTIONS**

In accordance with civil service regulations, when promoting employees to jobs coming within the scope of this Agreement, the Employer shall have the right to select qualified persons, but as between qualified persons, preference shall be given according to seniority. Employees shall have an equal opportunity to qualify for any promotion within the scope of this Agreement.

**ARTICLE 16 - LEAVING THE BARGAINING UNIT**

In accordance with the governing civil service regulations, any employee within the scope of this Agreement who elects to become part of management shall lose all seniority rights after thirty (30) days if the employee elects to stay in management. If the employee decided to return to the bargaining unit at the end of the thirty (30) days, he/she may do so without loss of seniority rights.

**ARTICLE 17- NEW EQUIPMENT OR OPERATIONS**

Where new types of equipment and/or operations for which rates of pay are not established by this Agreement are put into use after the signing of this Agreement, rates governing such operations shall be subject to negotiations between the parties annually. Rates agreed upon or awarded shall be effective in the subsequent budget year.

**ARTICLE 18- MAINTENANCE OF STANDARDS**

The Employer agrees that all conditions of the employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement.

The conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of error.

This provision does not give the Employer the right to impose or continue wages, hours, and working conditions less than those contained in this Agreement.

**ARTICLE 19- EXTRA CONTRACT AGREEMENTS**

The Employer or employee shall not enter into any agreement or contract with his/her employees or his/her Employer individually or collectively which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

**ARTICLE 20- GRIEVANCES**

**FIRST STEP:**

In the case of any such grievance or dispute the Union Steward shall take the matter up with the employer or the employer's representative and every effort shall be made to reach a mutually satisfactory resolution. The Union Steward shall be present at all times when the employee has a grievance with the employer. The employee shall also be present.

**SECOND STEP:**

If no solution can be reached the Union Steward shall refer the matter to the business agent and the business agent shall take the matter up with the employer or the employer's representative in an endeavor to adjust it amicably.

**THIRD STEP:**

If the grievance is not settled in the second step set forth above, the parties shall submit the grievance to American Arbitration Association (A.A.A.). The cost of arbitration shall be borne equally by both parties.

***Filing of a Written Grievance***

All employees covered under this Agreement shall have seven (7) calendar days to file a written grievance after the grievance has become known; and ten (10) calendar days for an employee who may be absent because of illness and/or injury.

**ARTICLE 21- GRIEVANCES**

**Section 1 Inspection Privileges/ Access to Premises**

Upon advance notice to the Employer, authorized agents of the Union shall have access to the Employer's premises at any time during working hours for the purposes of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to.

**Section 2 Inspection of Payroll Records**

Whenever a complaint is made concerning wages, vacations and/or holidays of an employee, with at least 24 hour advance written or electronic notice, an authorized agent of the Union shall have the right to inspect the Employer's payroll records of the Union employees only, and the time cards of the employee, during the grievance procedure.

**ARTICLE 22- SEPARATION OF EMPLOYMENT**

Upon discharge, the Employer shall pay all monies due to the employee. Upon quitting, the Employer shall pay all monies due the employee on the pay day of the Employer in the next pay period following such end of employment.

**ARTICLE 23- COMPENSATION AND INSURANCE**

**Section 1 Compensation Claims**

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing.

**Section 2 Federal and State Benefits**

The Employer shall provide employees with *Worker's Compensation Insurance, Temporary Disability Insurance, and Unemployment Insurance* as required by Federal and/or State Law.

**Section 3 Life Insurance**

In accordance with the governing public employee retirement system (PERS), employees are provided a life insurance policy in the amount mandated by PERS.

**ARTICLE 24- CONDITIONS OF WORK SAFETY**

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work which falls outside of his/her expected job title, or presents a danger to persons or property, or is in violation of any applicable statute or court order, or is in violation of a government regulation or insurance requirement or recommendation relating to safety of persons or equipment. The term "*dangerous conditions of work*" does not relate to forklift operators or to the type of material which is hauled or handled or the nature of the work generally performed or undertaken under the classification. The Employer shall supply protective clothing if required to handle any dangerous materials.

The Employer further agrees to cooperate to the fullest extent possible in all safety campaigns required by the Borough's insurance carrier or mandated by law and in which the Union may see fit to take official part. In accordance with State requirements, the employer will conduct instructions in safety and first aid for its employees.

**ARTICLE 25- REPORTS OF DEFECTIVE EQUIPMENT**

Employees shall immediately, or at the end of their shift, report all defects in equipment. Such reports shall be made on a form furnished by the Employer. A copy of this form shall be provided to the employee.

The Employer shall not ask or require any employee to take out equipment that has been reported in an unsafe operating condition until same has been approved as being safe by management and an appropriate technical authority (e.g.: licensed mechanic, manufacturer's representative, insurance investigator, OSHA representative, utility inspector, fire safety inspector, etc.). When the occasion arises where an employee gives written report on a form in use by the Employer of a vehicle or other equipment being in an unsafe working/operating condition, and receives no consideration from the Employer, he/she shall take the matter to the Union.

No deduction shall be made from any employee's pay at any time for any loss or damage to equipment.

**ARTICLE 26- REPORTING ACCIDENTS**

Any employee involved in an accident shall promptly report said accident to his/her Employer. If said accident involves any physical injuries, then the employee shall immediately report said accident to the Employer as soon as possible.

**ARTICLE 27- INJURY ON THE JOB**

**Section 1**

Any employee sustaining injuries which are compensable under the *Worker's Compensation Act*, but which do not prevent him/her from performing his/her usual duties, but require he/she visit the offices of Employer designated physicians the day of the injury for the purpose of obtaining treatment during working hours, shall suffer no loss of wages because of such a visit.

**Section 2**

Any employee sustaining injuries which are compensable under the *Worker's Compensation Act*, which prevent him/her from performing any and all work available to him/her, at the Employer place of business, shall sustain no loss of pay for the balance of the day on which he/she was injured. Ability to perform work shall be determined by the doctor.

**ARTICLE 28-**

**DISCHARGE OR SUSPENSION**

**Section 1 Cause for Dismissal or Suspension**

No employee may be dismissed or suspended without just cause. Nothing shall prohibit the Union from investigating any dismissal or suspension and resorting to the *Grievance Procedure* provided for in this Agreement.

Until the case has been discussed with the Business Agent, no employee may be dismissed or suspended, except where the provisions of this Section provide for immediate dismissal or suspension.

In the event that it is decided, as provided in the *Grievance Procedure* as set forth in this Agreement, that the suspension or discharge was without just cause, the decision shall provide for reinstatement with or without back pay.

If the decision directs reinstatement with pay, the Employee shall receive any credits for wages or compensation earned by the employee while he/she was out of the Employer's employ.

Except where an emergency prevents it, grievances concerning dismissals or suspensions shall be advanced over all matters pending for grievance hearings and shall be promptly heard.

Except in the case of immediate dismissal for the causes set forth below and in *Article 12* of this Agreement, no employee may be dismissed for the first offense.

The parties agree that cause for dismissal without first discussing the matter with the Business Agent shall be the following:

1. calling or participating in any unauthorized strike, work stoppage or walkout.
2. drunkenness or substance abuse proven during working hours or being under the influence of alcohol or substances during working hours. The Employer shall have the right to have the employee tested for such offenses.
3. proven theft or dishonesty.
4. unprovoked assault on his/her Employer or Employer's representative during working hours.

**Section 2    Warning Notices**

A warning notice given an employee shall remain in effect for a period of six (6) months from the date of such warning notice. An employee shall not be suspended until the Local Union has been given forty-eight (48) hours written notice. Saturdays, Sundays and holidays shall be excluded in determining the forty-eight (48) hour period.

**ARTICLE 29-            DISCRIMINATION**

There shall be no discrimination by the Employer against his/her employees because of Union activities, nor shall there be any discrimination against any employee because of race, creed, sex, age, nationality or sexual orientation in placement and retention of employment, or in hours, wages or working conditions of the employees.

**ARTICLE 30-            WORK IN OTHER CLASSIFICATIONS**

Employees who are required to work in a higher job classification during the working hours of any day for more than 6 hours shall receive an increase to the hourly wage of \$5.00 per hour for the entire workday during which said substitution takes place. Such increased hourly rate not to exceed the hourly rate received for the higher job classification.

Added compensation to subordinate employees required to fill in for a supervisor due to absence which extends beyond 1 month continuously due to the supervisor's need for personal or sick leave is to be negotiated with the union and will be greater than the \$5.00 per hour differential referenced above.

**ARTICLE 31-            PAID FOR TIME**

**Section 1    General**

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer.

**Section 2    Break Period**

All employees shall receive a fifteen (15) minute break period in the a.m. and a fifteen (15) minute break period in the p.m., without loss of pay. The parties hereby agree that the employees covered under this Agreement may attach the fifteen (15) minute break

period in the afternoon to the employee's lunch break so that the employee shall receive a continuous afternoon break combined with the lunch break. There will be no further afternoon break until the end of the duty day.

### ***Section 3    Death in the Family***

In the event of a death in an employee's immediate family, the employee shall be granted time off without loss of pay per the following schedule; part time employees are granted pro rata bereavement time determined by multiplying the benefit due an employee with full time status by the percentage of the number of hours credited to the part time employee in the prior month divided by the average hours per month credited to an employee with full time status.

1. five days off with pay in the event of the death of a spouse, significant other, child, foster child, step child, or any dependent person living in the employee's home;
2. three days off with pay in the event of the death of a mother, father, step mother, step father, brother, sister, step brother, step sister, mother-in law or father-in-law;
3. one day off with pay in the event of the death of a grandmother, grandfather, step grandparents, brother-in law or sister-in-law;
4. if extenuating circumstances arise where more time off is required, the employee may request time off and it may be approved at the discretion of the Borough Clerk or the Borough Administrator and the director of the employee's department;
5. whenever any such death leave is requested by the employee, it will be the responsibility of the Borough Clerk or the Borough Administrator to determine the validity of such request; the Borough Clerk or the Borough Administrator retains the right to require a copy of the death certificate of the deceased for proof of death.

**Section 4 Holidays**

The parties recognize the following holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Thanksgiving
Presidents' Day	Friday after Thanksgiving
Good Friday	1/2 day Christmas Eve
Memorial Day	Christmas Day
Independence Day	1/2 day New Year's Eve
Labor Day	

The half days are defined as 4 hours for Public Works and Sewer employees, and 3.5 hours for Clerical employees.

Part time employees are allotted pro rata holidays determined by multiplying the benefit due an employee with full time status by the percentage calculated as the number of hours credited to the part time employee in the prior year divided by the average hours credited per year to an employee with full time status.

**Section 5**

In the event that the Borough offices are closed during regular working hours by declaration of the Employer for any reason, part time employees originally scheduled to work during those regular working hours are granted pro rata administrative time (the lost time due to weather closings or other unforeseen events or disasters which prevent the business operations of the Borough, or closings declared by the elected officials of the Borough for any other reason) determined by multiplying the benefit due an employee with full time status by the percentage of the number of hours credited to the part time employee in the prior month divided by the average hours per month credited to an employee with full time status, such percentage not to exceed 100%. Administrative time hours granted for any given day can never exceed the number of hours in the normal working day.

**ARTICLE 32-**

**DUES DEDUCTION AND AGENCY SHOP**

**Section 1 Dues**

- 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.) 52:14-15.9e, as amended.
- b. A check-off shall commence for each employee who signs an authorization card, supplied by the Union and verified by the Borough's Treasurer during the month following the filing of such card with the Authority.
- c. 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 to the Borough either new authorizations 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 or Secretary-Treasurer of the Union advising of such changed deduction.
- d. The Union will provide the necessary "check-off authorization" forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Treasurer.
- e. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Borough Treasurer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

**Section 2 Agency Shop**

It is understood and agreed that upon the signing of this Agreement that provisions of the "Agency Shop" concept established by the passage and signing of the amendments and supplements to the "New Jersey Employer-Employee Relations Act" (P. L. 1941, c. 100 c. 34:13A 1, et seq.) shall take effect.

Those employees of the Borough of Stratford that are in the bargaining unit on the effective date of this Agreement who do not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall be encouraged to pay a representation fee to the Union by automatic payroll deduction.

The representation fee shall be in an amount equal to eighty-five percent (85%) percent of the regular Union membership dues, fees and assessments as certified to the employee by the Union, during this contract. This section of the contract shall expire at the end of this contract, but may be renegotiated into a successor contract. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer. The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The Union shall intervene in, and defend any administration or court litigation concerning this provision.

**ARTICLE 33- WAGES AND HOURS**

**Section 1 General**

The Union agrees that the Employer shall be entitled to a "day's work for a day's pay". The regular work week shall consist of five (5) days of eight (8) hours each, Monday through Friday, for Public Works and Sewer Department Employees and five (5) days of seven (7) hours each, Monday through Friday, for Clerical Employees.

**Section 2 Pay Day**

When the regular pay day occurs on a holiday, the Employer shall pay the employees on the regular work day immediately preceding the holiday.

**Section 3 Statement of Earnings**

Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose. All paid time off shall be designated as such on the employee's pay stub.

**ARTICLE 34- GENERAL**

**Section 1 Posting of Notices**

The Employer agrees to the posting, within the business premises, of notices of Union meetings, etc. on a designated bulletin board in the Borough Hall building.

**Section 2 Wage Executions**

No employee shall be discharged or otherwise disciplined or penalized as a result of any attachment, execution, or assignment of his/her wages, whether voluntary or involuntary, however, the employee must make adequate arrangements to pay attachments.

**Section 3 Company Rules**

The Employer may establish such rules as he/she deems necessary or desirable provided that such rules are not in conflict with the terms of this Agreement.

A copy of such rules shall be sent promptly to the Union and will become effective 15 calendar days after written notice.

**Section 4 Uniforms**

The employer agrees that if any employee is required to wear any kind of uniform as a condition of his/her continued employment, such uniform, including shoes, shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer. Employees for whom this provision is made must have been credited with a minimum average of 75 hours worked per month during the previous 3 months

The police clerical staff uniforms and shoes will be supplied by the Employer and maintenance of the uniforms will be provided through the same contract with a dry cleaning establishment arranged for the police officers. In the event such a contractual arrangement is not undertaken, the police clerical staff will be allotted reimbursement of uniform cleaning expenses upon presentation of receipts of up to \$520 per year.

The logo imprinted and/or safety colored and/or reflective garments required to be worn by the Public Works and Sewer employees, including short and long sleeved shirts, sweatshirts, vests, raingear and cold weather gear, will be supplied by the Employer. The Employer will also provide one pair of safety work boots per year and two pair of workpants, by preauthorized reimbursement upon presentation of receipts or by direct purchase through the Borough accounting office. Any clothing or shoes damaged in the course of duty will be replaced by the Employer.

### **Section 5 Sanitary Conditions**

The Employer shall provide suitable sanitary conditions for his/her employees, such as toilets, and hot and cold running water at Borough facilities.

### **ARTICLE 35- VACATIONS**

All vacations taken by the Employees under this agreement will be taken in accordance with the governing Policy and Procedures Manual of the Borough of Stratford. The date of hire of an individual employee is the controlling date in determining anniversaries of employment with the employer. Vacation is an accrued benefit based on continued years of service:

- One (1) day for each full month of service during the first calendar year;
- Twelve (12) days for the second through fifth year;
- Fifteen (15) days after the completion of six years through eleven years;
- Twenty (20) days after the completion of twelve years through nineteen years;
- Twenty two (22) days after twenty years through twenty-one years;
- Twenty three (23) days after twenty two years;
- Twenty five (25) days after twenty five years.

Part time employees accrue vacation on a pro rata basis, accounted for monthly in the payroll system, determined by multiplying the benefit due based on years of service times the percentage calculated as the number of hours credited to the part time employee in the prior month divided by the average hours per month credited to an employee with full time status.

Employees must submit vacation requests in writing to the Department Head and acceptance will be determined first by adequate departmental coverage and then by seniority status. Written approval will be given to the employee by the Department Head or Supervisor within a reasonable amount of time. Submission of vacation requests and notice of acceptance may be given by email.

Employees must use all of their vacation allowance in the same year as it is accrued. A carry-over of five vacation days per year is permitted as long as this request is made in writing to the Department Head or Supervisor by November 1<sup>st</sup> of the current calendar year. The Department Head or Supervisor shall respond within a reasonable time to the request. However, if these days are not used in the subsequent year, they will be forfeited.

**ARTICLE 36- HEALTH & WELFARE AND LIFE INSURANCE**  
**Section 1**

Employer will provide Health and Welfare coverage pursuant to Chapter 78.

**Section 2**

The Borough will pay for health insurance premiums and reimburse Part B Medicare premiums for eligible pensioners and their dependents as mandated by the provisions of Chapter 88, P.L. 1974.

**Section 3**

Employer will provide a buyout program to full-time employees covered by this agreement who are eligible for employer provided health insurance coverage and elect to opt out of provided health insurance coverage. The buyout amount for the years 2020, 2021, 2022 is \$3000.00 per year, payable in monthly installments.

**Section 4**

The Borough will allow each full-time employee reimbursement of medical health related expenses such as dental, vision, medical co pays, health and fitness memberships, athletic team memberships, over the counter medicines and health supplements up to the amount of \$900 per year for the years 2020, 2021, 2022. Part time employees who work more than 1,200 hours, in accordance with the prior year's work hours, will receive up to \$450.00 per year reimbursement.

**ARTICLE 37- JURY DUTY**

In the event any employee covered by this Agreement is required to serve Jury Duty, the Employer agrees to pay said employee his/her regular weekly earnings at the straight time rate for his/her classification for each day the employee is ordered to serve jury duty.

Part time employees are granted pro rata jury duty time determined by multiplying the benefit due an employee with full time status by the percentage of the number of hours credited to the part time employee in the prior month divided by the average hours per month credited to an employee with full time status.

**ARTICLE 38- GUARANTEE**

1. There shall be an eight (8) hour guarantee for any day, Monday through Friday, for Sewer and Public Works employees with a normal duty day from 7:00 a.m. until 3:30 p.m. including a half hour lunch break, Monday through Friday. On good cause shown by the employer, or at the request of the employees, the employer may, with 24 hours notice, alter Sewer and Public Works employees' work schedule to begin between 6:00 a.m. and 9:00 a.m. Clerical employees, including those of the Borough Hall, the Sewer Utility, the Court and the Police department, shall have a normal duty day of 9:00 a.m. to 5:00 p.m. with a seven (7) hour guarantee and including a one-hour lunch break, Monday through Friday.
2. There shall be a minimum two (2) hour guarantee for any call out of Sewer and Public Works employees outside the hours of the normal duty day. A call out is defined as a required return to duty after leaving work at the end of the normal duty day and prior to arriving at work for the beginning of the normal duty day as defined under part 1 above in this article (*Article 38-Guarantee*). The rate paid for any call out will be one and one-half ( $1 \frac{1}{2}$ ) times the employee's base rate of pay per hour for a minimum of 2 hours; a call out lasting longer than 2 hours will be paid at the rate of one and one-half ( $1 \frac{1}{2}$ ) times the employee's base rate of pay per hour for the hours of the duration of the call out. This call out rate will apply regardless of the number of hours worked during the normal duty day or the normal duty week.

3. There shall be a guaranteed overtime rate of one and one-half (1 1/2) times the employee's base rate of pay per hour for work that continues from and extends beyond eight (8) hours normal duty in any one (1) day for all employees. Only hours worked, excluding holiday, vacation, sick and personal time, will be considered for purposes of overtime calculation. Extended time worked must be preapproved; council members responsible for oversight and direction of each Borough department are to determine the means of, and to retain or delegate responsibility for, approval of overtime in their areas of oversight.
4. Any Borough employee represented under this agreement who is called to work on Saturday, Sunday or on a holiday shall be paid an overtime rate of one and one-half (1 1/2) times the employee's base rate of pay per hour regardless of whether the employee otherwise qualifies for Overtime or Call Out pay. Any employee scheduled to be on-call for the purpose of Sewer Utility emergency call-out shall be compensated at the rate of \$100.00, per 7-day period. Only one employee can be "on-call" per week.
5. Summer season flexible hours may be permitted for full time employees in the Borough Hall, Court Administration, or Police Clerk offices beginning June 1<sup>st</sup> through August 31<sup>st</sup> under the following conditions:
  - a. Offices must maintain a minimum of current open hours with appropriate staff coverage, and must coordinate staffing, appropriately;
  - b. Customer access to services must be extended to match flexible hours, with service windows and building doors open, as safety allows;
  - c. Employees participating in flexible hours on any given day are not eligible for overtime compensation on that day;
  - d. Employees may choose to participate in flexible time but cannot be forced to participate;
  - e. In the Court Administration office, court days are never eligible for flexible time;
  - f. Employees must declare their participation in flex time for the summer before May 31<sup>st</sup> to allow for scheduling and advertising extended hours.

**ARTICLE 39- WAGES**

**Section 1**

All parties agree to the following increases to base salaries, excluding stipends

3.0% for year 2020 retroactive to 1/1/2020

2.5% for year 2021

2.0% for year 2022

**Section 2**

All parties agree that public works and sewer employees appointed to full time positions will be appointed and compensated on the following step or graduated basis:

1. Laborer 1: A newly appointed full-time Borough of Stratford Public Works or Sewer Department employee shall be compensated annually at a minimum rate of \$30,000, plus applicable annual increases as specified in section 1.
2. Laborer 2: Full-time Borough of Stratford Public Works or Sewer Department employees shall be promoted to Laborer 2 status no later than their 3-year anniversary of full-time employment. Any promotion under this section which occurs prior to the 3-year anniversary date must be approved by a stand-alone resolution approved by the governing body. Upon promotion, the employee shall be compensated annually at a rate of \$34,500, plus applicable annual increases as specified in section 1.
3. Laborer 3: Full-time Borough of Stratford Public Works or Sewer Department employees shall be promoted to Laborer 3 status no later than their 7-year anniversary of full-time employment. Any promotion under this section which occurs prior to the 3-year anniversary date must be approved by a stand-alone resolution approved by the governing body. Upon promotion, the employee shall be compensated annually at a rate of \$39,500, plus applicable annual increases as specified in section 1.
4. An employee appointed by the governing body to the position of Assistant Supervisor of the Department of Public Works shall receive an annual salary of \$45,000 upon appointment, plus applicable annual increases as specified in section 1. Only one Department of Public Works or Sewer Utility Employee shall be appointed to the position of Assistant Supervisor. Any such appointment shall be approved by a stand-alone resolution approved by the governing body.

5. Employees holding the positions of Laborer 1, Laborer 2, or Laborer 3 in the public works and sewer departments who, at the request of and with the approval of the Borough Council, hold or attain the appropriate Commercial Driver's License (CDL) needed for operation of the Borough's vehicles are paid an additional \$1,500 per year. Part time employees of the public works and sewer departments who, at the request of and with the approval of the Borough Council, hold or attain the CDL are paid an additional \$1.00 per hour. Determination of the Borough's need for employees to hold an appropriate CDL is entirely at the discretion of the Borough Council.
  
6. Fees and costs associated with the attainment of the Commercial Driver's License as described in section 5 are reimbursed by the Borough at the rate of 50% of costs to a maximum reimbursement of \$200, upon presentation of receipts. Fees and costs associated with the maintenance of the Commercial Driver's License as described in section 5 are reimbursed by the Borough at the rate of 50% of costs to a maximum of \$100, upon presentation of receipts.

### **Section 3**

All parties agree that Borough employees covered by this agreement and duly appointed by the governing body, by a stand-alone resolution, will receive additional annual compensation for holding those appointed positions as appointed on an annual basis:

1. One (1) Registrar of Vital Statistics, appointed by the governing body annually at a flat rate of \$5,000. The flat rate is to be added to the employee's base salary. The employee may elect to be paid this stipend quarterly, instead of bi-weekly.
2. One (1) Deputy Registrar of Vital Statistics, appointed by the Local Registrar of Vital Statistics and the governing body annually at a flat rate of \$4000.00. The flat rate is to be added to the employee's base salary. The employee may elect to be paid this stipend quarterly, instead of bi-weekly.
3. Licensed Sewer Operator: The holder of the sewer collection license shall receive additional annual compensation of \$6,500.00, as long as the license is maintained in good standing.

#### **Section 4**

Employees are to be qualified to participate in the NJ Public Employee's Retirement System (P.E.R.S. System) as required by NJ State statute.

#### **ARTICLE 40- TUITION AND TRAINING REIMBURSEMENT LIABILITY**

Any employee who receives municipal training, coursework, classwork, or certifications at the expense of the Borough of Stratford shall be financially responsible to the Borough for all costs associated with the occupational training in accordance with the schedule listed below. In the event that the employee is involuntarily separated from the Borough, the provisions of this training liability clause shall not be applicable. The Borough of Stratford shall receive reimbursement from the employee in the form of direct payment or with a combination of surrendering of accrued, compensable hours. An employee who fails to honor their financial obligation will be classified as having separated **“Not in good standing. Not eligible for rehire”**

- a. Employee leaves within 12 months of paid or reimbursed tuition, the member agrees to reimburse the Borough for 100% of the training costs incurred;
- b. Employee leaves after the 12<sup>th</sup> month and prior to the 25<sup>th</sup> month of paid or reimbursed tuition, the member agrees to reimburse the Borough for 75% of the training costs incurred;
- c. Employee leaves after the 25<sup>th</sup> month and prior to the 36<sup>th</sup> month of paid or reimbursed tuition, the member agrees to reimburse the Borough for 50% of the training costs incurred;
- d. Employee leaves after 36 months of education, no training liability exists.

#### **ARTICLE 41 TERM OF AGREEMENT**

This Agreement shall be in full force and effect from the 1st day of 2020, and shall remain in effect until and including the last day of 2022, and shall continue in force from year to year thereafter unless and until either of the parties hereto shall give to the other party sixty (60) days written notice prior to the end of the original term in 2022, or sixty (60) days written notice prior to the end of a subsequent year, an intention to terminate at the end of the original term or the then current year. In the event of an inadvertent failure by either party to give the notice set forth above, such party may give such notice at any time prior to the termination or automatic renew date of this Agreement. If a notice is given in accordance with the provisions of this *Article*, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

*In witness whereof* the parties hereto have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

**Howard Wells, President/  
Executive Officer/ BA  
Teamsters Local  
Union No. 676**

\_\_\_\_\_

**Josh Keenan, Mayor  
Borough of Stratford**

\_\_\_\_\_

**Michaela Bosler, Acting Borough Clerk  
Borough of Stratford**