

**RESOLUTION #94.17**

**RESOLUTION AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE BOROUGH OF PAULSBORO AND THE AMERICAN  
FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES  
(AFSCME), LOCAL 3303-C.**

**WHEREAS**, the Borough of Paulsboro has negotiated a Collective Bargaining Agreement with the representatives of AFSCME Local 3303-C; and

**WHEREAS**, the AFSCME unit has ratified the negotiated contract with the Borough of Paulsboro; and

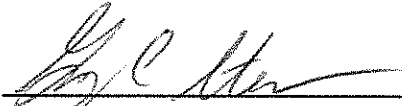
**WHEREAS**, the Borough of Paulsboro has accepted the terms negotiated; and


**WHEREAS**, the Mayor is authorized to execute the contract for the years 2017 through 2020 as negotiated.

**NOW, THEREFORE, BE IT RESOLVED**, by the Borough Council of the Borough of Paulsboro, County of Gloucester and State of New Jersey that the Borough accept the Collective Bargaining Agreement as set forth and that the Mayor be authorized to sign said Agreement.

**ADOPTED** by the Mayor and Council of the Borough of the Borough of Paulsboro at the Regular Meeting held on the 2<sup>nd</sup> day of May, 2017.

**ATTEST:**

  
\_\_\_\_\_  
**Gary C. Stevenson, Mayor**

  
\_\_\_\_\_  
**Kathy A. VanScoy, RMC/GMC/CMR  
Borough Clerk**

**COLLECTIVE BARGAINING  
AGREEMENT  
BETWEEN  
THE BOROUGH OF PAULSBORO  
AND  
AFSCME NEW JERSEY  
LOCAL 3303C**



**Effective Dates**

January 1, 2017  
Through  
December 31, 2020

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## PREAMBLE

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **BOROUGH OF PAULSBORO** [hereinafter the "**BOROUGH**"], in the County of Gloucester, State of New Jersey, a Municipal Corporation of the State of New Jersey, and the **AMERICAN FEDERATION OF STATE, LOCAL AND COUNTY EMPLOYEES, AFL-CIO, NEW JERSEY, Majority Representative, and its affiliated LOCAL 3303C**, [hereinafter the "**UNION**"], pursuant to the provisions of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et. seq., as amended, [the "**Act**"], represents the complete and final understand on bargainable issues between the aforementioned parties.

## WITNESSETH:

**WHEREAS**, this Agreement is designed to promote and maintain a harmonious relationship between the Borough of Paulsboro and its employees who are within its provisions, in order that a more efficient and progressive public service may be rendered by both; and

**WHEREAS**, the well-being of the employees and efficient administration of the Borough are benefitted by providing a clear statement of the contractual rights of the employees.

**NOW, THEREFORE**, the parties hereto agree as follows:

## TERM OF THE AGREEMENT

The term of this Collective Bargaining Agreement shall be from January 1, 2017 through December 31, 2020. The parties agree that the Agreement may be re-opened ON OR AFTER January 1, 2020 with regard the Health Care coverage and employee contributions only.

## ARTICLE ONE RECOGNITION

- A. The Borough recognizes the Union as the exclusive bargaining representative/agent of all full-time and regular part-time employees of the Borough employed in the job classifications as follows:
- a. Bargaining Unit Titles: Accounting Clerk; Administrative Assistant; Assistant Water/Sewer Superintendent; Highway Maintenance 2<sup>nd</sup>. Grade; Clerk Typist; Computer Records/Training Specialist; Construction Control; Garage Mechanic; Highway Maintenance 1<sup>st</sup> Grade; Highway Maintenance 3<sup>rd</sup>. Grade; Laborer; Landlord Licensing Secretary; Operations/Maintenance Work Leader; Highway Maintenance Work (regular part-time); Police Secretary; Police Office Clerk; Repairman 1<sup>st</sup> Grade; Repairman 2<sup>nd</sup> Grade; Repairman 3<sup>rd</sup> Grade; Senior Payroll Clerk; Senior Computer Operator; Utility 1<sup>st</sup>. Grade; Utility 2<sup>nd</sup> Grade; Water and Sewer Clerk; Water/ Sewer Search Clerk; and any other title or revision of the job titles as may be mutually agreed upon, in writing, during the term of this contract.
  - b. The term "regular part-time" shall be defined as all employees employed on an annual basis for a minimum of twenty-five (25) hours per week. Regular part-time employees shall not include high school or college students working for the Borough as part of an educational program for which they receive some type of educational credits; nor shall the definition of regular part-time include seasonal employees.
  - c. The term "temporary" shall be defined as all employees who are hired for a finite period of time or to perform a specific task with no expectation of employment beyond that time or task.
  - d. The term "confidential" shall be defined as, employees whose functional responsibilities or knowledge in connection with the issues involved in the collective negotiations process would make their membership in any negotiating unit incompatible with their official duties.

- e. The title "employee" shall be defined to include plural as well as the singular and to include males and females.
- f. Any new titles created by the Borough, or amendments of the within stated titles will be submitted to and reviewed with the Union to determine if the new title or amended title will be a bargaining unit title.
- g. Recognition hereunder shall not be interpreted as having the effect of or in any way abrogating the rights of employees as established under Chapter 303, Public Laws of 1964, N.J.S.A. 34:13A-1, or the responsibility of the Borough under applicable statutes, regulations and ordinances.

## **ARTICLE TWO**

### **NON-DISCRIMINATION**

The Borough is committed to the principle of equal employment opportunity and anti-discrimination pursuant to Title VII of the 1964 Civil Rights Act as amended by the Equal Opportunity Act of 1972 and the New Jersey Law Against Discrimination as amended by the New Jersey Pregnant Worker's Fairness Act (LAD).

Under no circumstances will the Borough discriminate nor tolerate discrimination on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), pregnancy (including pregnancy related medical condition), childbirth, liability for service in the United States armed forces, gender identity or expression, and/or any other characteristic protected by law.

Decisions regarding the hiring, promotion, transfer, demotion or termination are based solely on the qualifications and performance of the employee or prospective employee. If any employee or prospective employee feels they have been treated unfairly, they have the right to address their concern with their supervisor, or if they prefer their Department Head, Borough Administrator or designee, or the Borough Solicitor.

## **ARTICLE THREE**

### **MANAGEMENT RIGHTS**

A. The Borough, in conformance with law, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough government and its properties and facilities, and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;
2. The determination of the standards of selection for employment, and the hiring of all employees, and subject to the provisions of law, to determine the qualifications and conditions for continued employment, or assignment, and to promote and transfer employees, to make and modify work rules in connection therewith, and to transfer, reassign, install or use equipment;
3. To reprimand, suspend, demote, discharge or take other disciplinary action;
4. To transfer, assign, reassign, layoff and/or recall employees to work;
5. The determination of the number of employees and of the duties to be performed and the relief of its employees from duty because of the lack of work or lack of funding or other legitimate reason;
6. The Borough may establish reasonable and necessary rules of work and conduct for employees, such rules shall be equally applied and enforced.
7. The maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, departmental operation or service;
8. The determination of the staffing patterns and areas worked, the control and regulation of the use of the facilities, supplies, equipment, materials and other property of the employer;



9. The determination of the number, location and operation of the divisions, departments, units and all other work groups of the employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the workforce;
  10. The determination of the amount of overtime to be worked, or comp time or flex time to be given;
  11. The determination of the methods, means and personnel by which the operations are to be conducted;
  12. The determination of the content of the work assignments;
  13. The exercise of complete control and discretion over its organization and the technology of the performance of its work; and
  14. The making, maintenance and amendments of such operating rules, policies, regulations as it may from time to time deem best for the purposes of maintain order, safety, and/or the effective and efficient operation of the work of the Borough.
- B. The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the municipality, their adoption of policies, rules, regulations and practices in furtherance thereof, the and use of judgment and discretion with the implementation thereof, shall be limited only by the specific and express written terms of the Agreement and then only to the extent such specific and express terms are in conformance with the constitution and the laws of the State of New Jersey and of the United States.
- C. Prior to the implementation of any rules of work and conduct for employees established within this Article, the Borough agrees to notify the Union within ten (10) working days of said rules or rule changes. The Union shall have the opportunity to review such rules prior to implementation.
- D. It is understood and agreed that the municipality, at its sound discretion, possesses the right in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct and control the operation of

all equipment and other property of the municipality, except as modified by this Agreement.

- E. The Borough, in recognizing the Union named within this Agreement as the majority representative, shall forward all full time and regular part time new hires; and discipline or grievances complaints, or promotions to the Union's designated address and/or contact information.

## **ARTICLE FOUR UNION RIGHTS**

- A. Authorized representatives of the Union, whose names shall be filed in writing with the Borough Administrator or designee, shall be permitted to inspect any facility of the Borough upon *written* notice to and with the consent of the Borough Administrator or designee. Such consent shall not be unreasonably denied for the purpose of processing or investigating grievances and ascertaining compliance with the Agreement. The Union representatives shall not unreasonably interfere with the normal conduct of work within the facility.
- B. The Union shall have the right to recommend applicant for job openings and the Borough agrees to give the same consideration to the Union-recommended applicants as is given applicants from other sources This provision shall not be deemed to require the Borough to hire Union applicants or to preclude the Borough from hiring employees from other sources. The availability of all openings for permanent positions in the bargaining unit will be posted upon the Union bulletin Board and the Borough Bulletin Board for no less than seven (7) business days for internal applicants and thereafter to external sources as the Borough deems fit.
- C. The Union shall have the right to designate a Shop Stewards and alternates from the Borough seniority list. The Shop Steward's authority shall not exceed the following duties and activities:
  - 1. The investigation and presentation of grievances to the Borough or the Borough's designated representatives in accordance with the provisions of the Collective Bargaining Agreement (CBA).

2. The transmission of information regarding Union matters, provided the activity is not performed on Borough times without the Borough's prior written consent. Reasonable posting upon the bulletin board of Union related notices may be performed by the Stewards during working hours. The determination of whether postings are reasonable shall be made solely by the Borough. Information or postings which the Borough deems, unreasonable, profane, obscene, defamatory or of a bullying or harassing nature may be removed by the Borough.
  3. The Stewards shall have no authority to authorize strike actions, slowdowns or work stoppages or any other action interrupting the Borough's business. The Borough in recognizing the limitations upon the authority of the shop Stewards and their alternates, shall have the authority to impose proper discipline, including discharge in the event the Shop Steward or alternate authorizes a strike action, a slowdown or work stoppage in violation of this Agreement.
- D. AFSCME NEW JERSEY, Local 3303C, reserves the right to begin negotiations a year prior to the expiration date of the current contract.

## **ARTICLE FIVE**

### **DUES DEDUCTIONS AND AGENCY SHOP**

- A. The membership year of the Union shall be January 1<sup>st</sup> through December 31<sup>st</sup> of the year(s) which are covered in whole or in part by this Agreement. If a Union eligible employee does not become a member of the union during any membership year, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of that fee will be to offset the employee's per capita cost of services rendered by the Union as the majority representative.
- B. Prior to the beginning of each membership year, the Union will notify the Borough in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Union to its own members for that membership year. The membership

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fee to be paid by those Union eligible but non-Union members will be equal to 85% of that amount.

- C. Once during each membership year covered in whole or in part by this agreement, the Union will submit to the Borough a list of those Union eligible employees who have not become a member of the Union for the then current membership year. The Borough will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question.
- D. The Borough agrees to deduct from the salaries of its union eligible employees, subject to this Agreement, dues for the AFSCME District Council 71. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-19.9e, as amended and members shall be eligible to withdraw such authority during July of each year.
- E. The Borough shall annually provide the Union with a current list of all eligible bargaining unit members, showing each employee's salary and level. The Borough shall provide written notification of all level changes, position transfers, new hires, resignations and dismissals within fifteen business days of all such actions. Written notification to the Business Agent of the Union shall constitute such notification and is the preferred method of notification. Failure to provide such timely notice under this provision shall not affect the validity of the action, but shall toll the time for filing of a grievance related to such action.
- F. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Borough CFO on the first of the month following thirty (30) days of employment.
- G. The Union will provide the necessary "check-off" authorization form, and the Union will secure the signatures of the members on the forms and deliver the signed forms to the Borough's CFO.
- H. The Union shall maintain at all time a Demand and Return system as provided by N.J.S.A.34:13-5c and 5.6, and membership in the Union shall be made available to all employees in the unit on an equal basis at all times.

- I. The Union shall indemnify and hold the Borough harmless from any claims raised against it by any employee as a result of the Borough's fulfilling its obligations under this Article, including any claims for defense costs.
- J. Membership in the Union is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he/she has received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit, and not only members of the Union.

## **ARTICLE SIX SENIORITY**

- A. Seniority is defined as accumulated length of continuous service computed from the last date of hire.
- B. Only full time employment in the Borough shall count towards seniority time.
- C. An employee's length of service shall not be reduced by time lost due to absence for a bona fide illness or injury certified by a physician or to an approved leave of absence.
- D. Seniority shall be lost and employment terminated if any of the following occur:
  - 1. Discharge with just cause
  - 2. Resignation
  - 3. Failure to return immediately on expiration of authorized leave;
  - 4. Absence for three (3) consecutive working days without leave or notice;
  - 5. Engaging in any other employment during a period of leave;
  - 6. Failure of laid-off employee to respond to a report-to-work notice within three (3) days and to report to work within seven (7) days.
- E. If two or more employees are hired on the same date in the same job classification, it will be within the discretion of the Borough, with consultation with the Union, to establish seniority for those involved.
- F. If the Borough establishes different starting times for employees in the same job classification, the senior employee shall have the choice. Once each year, during the

month of January, the borough shall compile and submit to the Union a seniority list or lists from the regular payroll records. Any employee hired after this list is submitted shall be added to the bottom of the list in order by date of hire. The Union shall be notified of such additions.

- G. After an employee, has completed his/her probationary period, the employee shall gain seniority status and his/her seniority on the seniority list shall revert to the first day of his/her probationary period as a full-time employee.
- H. Temporary, part-time, regular part time, and seasonal employees shall not be eligible for seniority rights or privileges. Only full time employees are eligible for seniority rights and privileges.
- I. In cases of provisional promotion, demotions, layoffs, recalls, vacations schedules or situations where substantially better working conditions are involved, as employee with the greatest amount of seniority shall be given preference provided he/she has the ability to perform the work involved.

## **ARTICLE SEVEN DISCIPLINE AND DISCHARGE**

- A. The parties hereto agree that causes for immediate dismissal without first informing the Business Agent of the Union shall be as follows:
  - 1. Calling or participating in any strike, work stoppage, slowdown, sick-out, walk-out or like action.
  - 2. Being under the influence of alcohol or drugs during work hours. This does not include prescribed or over the counter drugs. If, however, any drug impairs the employee ability to work, function or operate equipment while taking prescription or over the counter drugs, the employee may be disciplined. If an employee refuses to take a properly administered breathalyzer or drug test examination, upon reasonable suspicion, he/she shall be subject to immediate suspension of no more than 24 hours. No personnel shall consume alcoholic beverages or take drugs (exception is over the counter or prescription drugs) during the entire work day, including lunch.

Possession and/or use of a drug or substance in violation or and as defined in N.J.S.A.24:21-1 et. seq.

3. Theft; The accused employee, however, is entitled to an investigation.
  4. Assault on Borough employees, Borough representatives or assault on any person during working hours;
  5. Carrying unauthorized passengers in Borough vehicles, misuse or unauthorized use of Borough equipment or property or release or compromise of legally defined confidential information;
  6. Conviction or Court Order under the circumstances set forth in N.J.S.A. 2C:51-2;
  7. Serious neglect of duty;
  8. Gross insubordination, which is defined as refusal to immediately obey a direct work order from a Superior; or any Shop Steward who gives an order to an employee countermanding orders of superior personnel;
  9. For covered employees in the Police Department, a serious breach of the rules and regulations governing the Police Department.
- B. In the case of immediate dismissal charges, the Borough, as soon as practicably possible, will inform the Union of said incident. The Borough will make the above charges against an employee within ten (10) business days after the discovery of the misconduct. Lesser offenses may subject an employee to disciplinary action by the Borough.
- C. Warning notices and suspensions shall not remain in effect and shall be removed from the employee's file upon the expiration of three (3) years following the date of such notice contingent upon the employee not having a similar subsequent event.

## **ARTICLE EIGHT**

### **MAINTENANCE OF WORK OPERATIONS**

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any other person acting in its behalf will cause, authorize or

support, nor will any of its members take part in any strike, work stoppage, slow-down, walk-out or other illegal job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement and could result in disciplinary action (including termination) to any/all employees who have engaged in such activity.

- B. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, walk-out or other activity aforementioned, or support any such activity by any other employee or group of employees against the Borough, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and return to work. Nothing herein shall be construed to restrict the employee's rights under the first Amendment of the United States constitution.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to, have in law or in equity for injunction or damage or both, in the event of such breach by the Union or its members.
- D. The Borough agrees that it will not engage in the lockout of any of its employees.

## **ARTICLE NINE WORK CONDITIONS AND STANDARDS**

- A. The Borough shall maintain safe and healthful working conditions and will provide employees with necessary apparel, tools or devices that may be reasonably necessary to ensure their safety and health.
- B. The Borough shall maintain relevant PEOSHA standards.
- C. Employees in the Public Works Department and the Water and Sewer Department shall be entitled to receive hepatitis, bee sting, poison ivy/poison plant, and Lyme disease shots when requested by the employee. Requests for shots shall be in writing to the Borough Administrator. Upon approval of the Administrator, the employee shall be treated by his/her physician. The Borough will pay or reimburse



the employee for any deductible or other payment not covered by the employee's health insurance. The Borough may require proof of treatment.

- D. The Borough will make direct deposit service available to its employees.

## **ARTICLE TEN GRIEVANCE PROCEDURES**

- 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 terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of his/her Department or with the Borough Administrator.
- C. The term "grievance" as used herein means an appeal by an individual employee or the Union or behalf of the individual employee or group of employees, of the interpretation, application or violation of policies, administrative decisions or interpretation of or actions under this Agreement affecting them.
- D. No grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning the terms and conditions of employment controlled by statute incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein.
- E. 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.

1. Step One: The aggrieved employee or the Union, at the request of the employee, shall institute action under the provisions herein within ten (10) working days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor or Department Head or his/her designated representative for the purpose of resolving the matter informally. Upon presentation of the grievance, the immediate supervisor, Department Head or designated person, shall respond to the employee, or Union within three (3) working days. Failure to act within the ten-day period shall be deemed an abandonment of the grievance.
2. Step 2: If no agreement or understand can be reached within ten (1) work days after the initial discussion between the employee and the immediate supervisor or Department Head, the employee or the Union may present the grievance, in writing, to the Borough Administrator within five (5) working days. The Borough Administrator shall meet with the Union and respond in writing within five (5) working days.
3. Step 3: If the Borough Administrator renders a decision that is unsatisfactory to the employee, the Union may appeal the decision to the appropriate Council Chairperson within five (5) working days after the Administrator's response. The Committee Chairperson shall meet with the Union and respond, in writing to the Union within five (5) working days.
4. Step 4: If the grievance is still unsatisfactory to the employee and the Union, the grievance may be presented to the Mayor and Council, in writing, within five (5) working days after the response of the committee chairperson is rendered. The Borough shall meet with the Union and respond, in writing, to the Union within twenty (20) working days.
5. Step 5: If the grievance is still unsettled, either party shall have the right within twenty (20) work days to submit the dispute to

arbitration pursuant to the rules of the Public Employment Relations Commission. Failure to file within said time period shall constitute a bar to such arbitration unless the Union and the Borough shall mutually agree. The costs for the service of the arbitrator shall be borne equally by the Borough and the Union. Any expenses, including, but not limited to, the presentation of witnesses shall be paid for the parties incurring same.

- F. The Public Relations commission shall be requested by either or both sides to provide a panel of arbitrators from which the parties may chose.
- G. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- H. The arbitrator shall be bound by the provisions of the Agreement and the constitution and the Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of the Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
- I. Upon prior notice to and authorization of the Borough Administrator, no more than two (2) union representatives shall be permitted as members of the grievance committee to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of the employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Borough or require the recall of off-duty employees.
- J. The time limits expressed herein shall be expressly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed in the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from

mutually agreeing to extend or contract the time limits for processing the grievance at any step of the grievance procedure.

## **ARTICLE ELEVEN DISCIPLINE**

- A. The parties recognize the concept of progressive discipline. Discipline may include any or all of the following:
1. Verbal reprimand
  2. Written reprimand
  3. Suspension without pay.
  4. Termination.
- B. The Borough may utilize any or all of the above types of discipline depending on the severity and/or repetitive nature of the conduct to be disciplined.
- C. Employees shall receive an employee meeting with his/her Department Head whenever disciplined, except for verbal reprimand; unless the employee feels the verbal reprimand is unwarranted. The type of discipline and results of the meeting, including verbal reprimands, along with any employee response, shall be written and placed in the employee's personnel file. An employee shall be entitled to Union representation at the meeting upon request, except for verbal reprimands. The scheduled meeting, however, shall not be delayed except by mutual consent.
- D. The employee and the Union office shall receive written notice of any written disciplinary action in the form of a disciplinary notice. A disciplinary notice shall detail the infraction, the rules/regulations alleged to have been violated and the intended discipline to be imposed. The notice may be made by fax, email or regular mail.

## **ARTICLE TWELVE RULES AND REGULATIONS**

- A. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the Union before they are established.
- B. All present written rules and regulations shall be provided to the Union.
- C. All additional; written work rules and regulations shall be provided to the Union immediately upon promulgation.
- D. The Borough agrees that no additional duties or responsibilities will be added to any classification covered by this Agreement without prior written agreement of the Union.

**ARTICLE THIRTEEN**  
**LOYALTY-EFFICIENCY-NO DISCRIMINATION**

- A. Employees of the Borough agree that they will perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the Borough and its interest; and that they will cooperate with the Borough in promoting and advancing the welfare and prosperity of same at all times.
- B. Both the Borough and the Union agree that there shall be no discrimination against employees because of age, sex, marital status, race, color, creed, national origin, political affiliation or union affiliation or any other classification protected by State or Federal Law.
- C. All references to employees in this Agreement designate both sexes and wherever male or female gender is used, it shall be construed to include both male and female employees.
- D. The Borough agrees not to interfere with the rights of the employees to become members of the Union. There shall be no discrimination, interference, or coercion by

the Borough or any Borough representative, against any employee because of Union membership or because of any employee activity in the Union.

## **ARTICLE FOURTEEN HOURS OF WORK AND OVERTIME**

- A. All the full-time and regular part time bargaining unit employees shall continue to work the same number of normal work days and work day hours per week as they presently work.
- B. The work week shall consist of seven (7) consecutive days, beginning at 12:01 am Sunday and ending at 12:00 midnight Saturday. The work day shall be in the period of twenty-four hours starting and ending at midnight.
- C. Non-shift employees shall work five consecutive days, Monday through Friday; except for some assigned Water Department employees whose regular work week consists of Wednesday through Sunday. For these Water Department employees, the payroll period indicated in Paragraph B above remains the same.
- D. All bargaining unit eligible full time employees hired after January 1, 2017, shall be subject to a six (6) month probationary period. Upon completion of the six-month period, or at the discretion of the Department Head, the employee shall receive an evaluation; at which time, the Department Head, based on the employee's work product, may end the probationary period or extend the probationary period to up to one (1) year.
- E. The regular starting times and work days for employees are as follows:
  - 1. Water Department (40 hours)
    - 7:30 am to 4:00 pm Monday through Friday
    - 7:00 and to 3 pm Saturday and Sunday
    - 7:00 am to 3 pm Holidays
    - Lunch: ½ hour

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Breaks: 15 min am: 10am – 10:15 am  
15 min pm: 2:00pm – 2:15pm

2. Public Works Department (40 hours)

7:30 am to 4:00 pm Monday through Friday

Lunch: ½ hour

Breaks: 15 min am: 10am – 10:15 am

15 min pm: 2:00pm – 2:15pm

3. Police Clerical (35 hours)

8:00 am to 4:00 pm

Lunch: 1 hour

Breaks: 15 min am; 15 min pm

4. Clerical Staff (35 hours)

8:30 am to 4:00 pm

Lunch: ½ hour

Breaks: 15 min am; 15 min pm

- F. All lunch breaks are unpaid. An employee cannot “work through” lunch and expect to be paid overtime or to leave early. Occasionally, the Department Head may, in writing and in advance, approve an employee working through lunch in
- G. Upon notice, starting and stopping times, lunch breaks and days of work may be modified by mutual agreement between the employee and the Borough.
- H. Summer hours. Work times for Departments may be modified during the summer hours by mutual consent between the Union and the Borough.
- I. Work times affecting a Department or several individuals will not change without forty-eight (48) hour notices, except in the case of emergencies, including but not limited to snow storms, hurricanes, natural disasters and environmental

emergencies. All "wholesale" changes will be discussed with the Union prior to implementation.

- J. The Borough has installed time clocks, and employees shall "punch in" and "punch out" at their respective starting and stopping times or as directed by Management. It will be considered a disciplinary matter for an employee to sign in or out for another employee.
- K. Overtime. All work performed in excess of the normal seven (7) or eight (8) hour work days; or the normal thirty-five (35) hour or forty (40) hour work week, as applicable, shall be considered overtime, and it granted only when the full-time employee is authorized to work by a Supervisor. All *scheduled* overtime must be agreed to, in writing, by the Administrator.
- L. Part time employees shall not receive overtime or comp time and shall be limited to an aggregate of less than twenty-five (25) hours per week.
- M. All overtime shall be paid at the rate of time and one half of the regular hourly rate of pay, unless sick time is used on the day of the scheduled overtime. For any sick time used prior to scheduled overtime, an employee shall be required to provide a doctor's note. Otherwise, for such employee, overtime shall be paid at straight time up to the amount of sick time used.
- N. When full time employees are held over for more than two (2) hours, they are entitled to and must take a mandatory one-half (1/2) hour break.
- O. Overtime opportunities shall be distributed as evenly as possible, and all overtime refusals shall be credited as time worked for the purpose of overtime eligibility. All applicable individual Departments shall maintain an overtime list.
- P. Holidays. Any employee not regularly scheduled as part of his/her normal work week and in accordance with the Holiday designation as contained within this Agreement, shall receive straight overtime for the Holiday for the hours worked. Call backs during Holidays shall receive compensation in accordance with Paragraph O below.
- Q. Call back. In the event an employee is called back for overtime while off-duty, that employee shall receive no less than three (3) hours overtime pay, except for court clerks, who shall receive compensated call back time according to the Salary



Ordinance. That employee shall be subject to recall within the three-hour period without additional compensation.

- R. Employees that are out sick, on worker's compensation, on limited duty, or on vacation are not eligible for calls backs, recalls or overtime.
- S. Overtime and Holiday Seniority. The Borough and Departments, if applicable, shall maintain an "call out" overtime list consisting of the members of that individual Department. The call out list shall be based on the employee's seniority with the senior most worker at the top of the list and the balance of the employees listed in descending order. The Borough shall maintain and overtime "force list" also based on the employee's seniority with the least senior worker at the top of the list and the balance of the employees list in an ascending order with the most senior worker at the bottom of the list. The Water Department shall use a separate Public Works call out list on a rotational basis when the water Department needs to use Public Works employees.

Overtime shall be offered to the most senior employee on the list who has the qualifications for the specific overtime job. That person is entitled to refuse the opportunity which will result in a "check off" next to his/her name. The Borough will then move to the next most senior qualified person and continue in such manner until the manpower requirement is satisfied. The next overtime opportunity shall be offered to the next most senior qualified person on the call out list until such list is completed and then the list regenerates with the most senior person.

The "force overtime" list shall only be used if, upon making a complete rotation through the overtime call out list, the qualified manpower requirement are failed to be met.

For certain Borough-wide manpower projects, the Administrator may offer overtime to whomever wants to work without regards to the seniority list.

## ARTICLE FIFTEEN HOLIDAYS

- A. All bargaining unit employees shall receive the following holidays:

New Year's Day

Labor Day

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Martin Luther King Day	General Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas
Independence Day (July 4 <sup>th</sup> .)	

B. In 2017, employees shall receive one (1) additional personal day in exchange for working General Election Day. General Election Day shall be eliminated from the "Holiday" list.

C. In 2018, employees shall receive one (1) additional personal day in exchange for working Lincoln's Birthday. Lincoln's Birthday shall be removed from the "Holiday" list.

D. In 2018, all bargaining unit employees, having received two (2) additional personal days, see Paragraphs B and C above, shall receive the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas
Independence Day (July 4 <sup>th</sup> .)	

E. If a Holiday falls on a Sunday, it shall be observed on the following Monday. In the event a holiday falls on a Saturday, it shall be observed on a Friday.

F. In the event a legal or official holiday occurs while an employee is out on sick leave, he/she shall not have such holiday charged against his/her sick leave. A call out the day before or the day after a holiday will require a doctor's note for payment on the holiday.

G. In the event a legal or official holiday occurs during an employee's vacation leave, he/she shall not have such a holiday counted as a day of his/her vacation.

H. If a regular part time worker is normally scheduled to work on a holiday, and is not required to work on that holiday, he/she shall receive his/her regular pay for that day.

**ARTICLE SIXTEEN**  
**PERSONAL DAYS**

- A. All requests for personal days shall be submitted to the employee's supervisor.
- B. Regular part time employees shall not be entitled to personal days.
- C. All full-time employees hired on or after December 18, 2007 shall be entitled to four (4) personal days for personal business such as, but not limited to, emergencies, religious holidays, and other reasons related to that employee's personal affairs. While any personal day must be submitted to the employee's supervisor, two (2) of these days may be taken without the approval of the immediate supervisor, but two (2) must be approved by the employee's immediate supervisor at least forty-eight (48) hour before the requested day.
  - 1. IN 2017, covered employees shall receive one (1) additional personal day in exchange for working General Election Day. General Election Day shall be eliminated from the "Holiday" list. In 2017, covered employees shall be entitled to five (5) personal days for reasons as stated above.
  - 2. In 2018, covered employees shall receive one (1) additional personal day in exchange for working Lincoln's Birthday. Lincoln's Birthday shall be removed from the "Holiday" list. In 2018, covered employees shall be entitled to six (6) personal days for reasons stated above. While any personal day must be submitted to the employee's supervisor, three (3) of these days may be taken without the approval of the immediate supervisor, but three (3) must be approved by the employee's immediate supervisor at least forty-eight (48) hour before the requested day.
- D. Probationary employees shall accrue one (1) personal day for every four (4) complete months of service and shall continue to accrue personal days on the same basis until the end of the calendar year in which they become a permanent (non-probationary) employee. Probationary employees shall be entitled to use personal days during their probationary period.
- E. All employees hired before December 18, 2007 shall be entitled to personal days as stated in paragraph C above, and one (1) additional personal day for their birthday.

- F. In 2018, three (3) of the six (6) personal days may be taken in one-half day increments.
- G. Personal days not used by the end of the calendar year shall not carry over and will be lost if not used.
- H. Personal days may be taken at any time during the year.
- I. Personal days will not be deducted from vacation, holiday or sick leave.
- J. Should an employee separate from the Borough, the number of personal hours taken in excess of hours accrued will be deducted from the employee's final paycheck.

## **ARTICLE SEVENTEEN VACATION**

- A. An employee, during his/her probationary period may accumulate on a pro-rated basis but shall not be entitled to take any vacation time. The probationary employee shall be entitled to accrue one (1) working day of vacation for each month of service up to five (5) days for service up to and including December of the year in which the employee completed his/her probationary period. If an employee leaves during or upon expiration of his/her probationary period, he/she shall not be entitled to any time off or compensation for vacation time accrued during the probationary period.
- B. All employees covered by this Agreement shall be entitled to vacation leave based upon the length of time employed as hereinafter provided. Vacation time applies only to continuous service, and shall be distinguished from authorized leaves.
- C. An employee shall be entitled to paid vacation, as accrued on their anniversary date of full-time hiring, according to the following schedule:
  - 1. Employees employed full time on or before December 18, 2007, shall be entitled to the following vacation:

Probationary employee	up to 5 days accrued See Paragraph A above.
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Up to one year of service	1 week
<u>Over one (1) year up to five (5) years</u>	<u>2 weeks</u>
<u>Over five (5) years up to ten (10) years</u>	<u>3 weeks</u>
Over ten (10) years up to fifteen (15) years	4 weeks
Over fifteen (15) years to twenty (20) years	5 weeks
Twenty year (20) years and over	6 weeks

2. Employees hired after December 18, 2007 shall be entitled to the following vacation:

Probationary employee	up to 5 days accrued See Paragraph A above.
Up to one year of service	1 week
Over one (1) year up to five (5) years	2 weeks
Over five (5) years up to thirteen (13) years	3 weeks
Over thirteen (13) years of service	4 weeks

3. Employees not in their probationary period and over one (1) year of service are entitled to their vacation at the beginning of the year. If, however, the employee separates from employment with the Borough before the end of the calendar year; their vacation will be pro-rated and if the employee has taken more vacation than he/she has accrued, the difference shall be either subtracted from the final check or the employee must reimburse the Borough for any difference.
4. If the employee, upon separation, has not taken the actual accrued vacation time at the date of separation, the employee will be compensated for the balance of the vacation days accrued to that point based upon a proration of the days worked.

D. Accumulated Vacation Leave. Each employee shall be entitled to carry over no more than one (1) week of His or her vacation to the succeeding year.

E. All vacation shall be granted at the established annual salary rate.

- F. An employee who retires after twenty-five (25) years of full time service with the Borough will not be subject to proration during the final calendar year of employment. The employee can utilize his entire vacation allotment for the year; or at time of retirement be entitled to be paid for the balance of their unused vacation.
- G. Requests for vacation leave shall be submitted by the employee, in writing, to the Department Head at least two weeks prior to the requested vacation, except in cases of emergency. Requests for individual vacation days must be made twenty-four (24) hours in advance of the requested day. Approval or denial of the vacation request will be done within twenty-four (24) hours of the application for vacation time.
- H. Vacation leaves shall be scheduled to eliminate, as far as practicable, the necessity of engaging temporary personnel to perform the duties of the vacationing employee.
- I. No changes in vacation leave schedules shall be permitted without the consent of the Department Head.
- J. Any month in which the employee is absent for more than fifty percent (50%) of his/her scheduled work days in any given month, due to disciplinary suspension or absence without pay, said employee shall not accrue any vacation time for that month.
- K. An employee who terminate his/her employment with the Borough or whose employment is terminated by the Borough, shall be entitled to vacation time and/or vacation pay on a pro-rated basis.

## **ARTICLE EIGHTEEN BEREAVEMENT LEAVE**

- A. In the case of a death in the immediate family of the employee, the employee will be given up to five (5) working days leave of absence with pay. Immediate family members shall include: spouse and children, Civil/Domestic Partner, mother or father, grandchildren, step mother, step father, and legal step children.
- B. In the case of a death in the immediate family of the employee, the employee will be given up to three (3) working days leave of absence with pay. Immediate family members shall include: father-in-law, mother-in-law, grandparent, sister or brother and spouse's grandparents.

- C. In the case of a death in the immediate family of the employee, the employee will be given up to one (1) working day leave of absence with pay. Immediate family members shall include: aunts, uncles, nieces, nephews, son-in-law/daughter-in-law of employee; and sister-in-law/brother-in-law of the employee.
- D. Upon application and recommendation of the Department Head and approved by the Borough Administrator, additional bereavement leave time may be granted pursuant to this Article where circumstances justify such an extension; however, the extended time will utilize sick, personal or vacation time of that individual.
- E. Bereavement leave may be used non-consecutively under this Article, but must be used within thirty (30) days of the death.

## **ARTICLE NINETEEN MILITARY LEAVE**

- A. Where any employee is a member of the New Jersey National Guard, or any reserve unit of the Armed forces of the United States, and is required to engage in field training or to attend drill meetings, shall be granted a leave of absence of the period of training or the meeting. Such paid leave shall not affect the employee's accumulated time.
- B. The pay period following the employee's return from such military leave, the Borough shall pay the employee in an amount which, when totaled with his military pay, will equal his regular pay for such period of time as the employee served on military leave, in accordance with State Law.
- C. Military Leave shall be granted in accordance with applicable Federal and New Jersey State Law.

## **ARTICLE TWENTY SICK LEAVE**

- A. Sick leave is defined as the absence from the post of duty by an employee by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of attendance of the employee upon his/her spouse,

child or parent who is ill and requires the attendance of the employee. This is subject to verification.

- B. A Physician's Certificate will be required for each three (3) consecutive working days of sick leave, including if intersected by a weekend or holiday. If there is a pattern of single or two sick days, around Holiday or weekends, a Physician's Certificate may be required.
  
- C. There may be five (5) non- consecutive days of sick leave in any calendar year that do not require a physician's certificate. However, the sixth (6<sup>th</sup>) day and each single day thereafter shall require a physician's certificate.
  
- D. If there is credible, reasonable evidence of abuse of the sick leave policies, a Physician's Certification may be required.
  
- E. All full-time employee covered by the Agreement shall be granted sick leave with pay.
  - 1. Employees employed full time on or before December 18, 2007, are entitled to fifteen (15) days of sick leave per year, accrued at a rate of 1.25 days per month.
  - 2. Employees hired full-time after December 18, 2007 are entitled to ten (10) days of sick leave per year, accrued at the rate of 0.8333 per month.
  - 3. Sick leave not used in the calendar year may be carried forward and may accumulate from year to year going forward. The employee may use his/her sick leave for reasons stated under this Article.

**ARTICLE TWENTY-ONE  
EDUATIONAL, TECHNICAL AND  
CONTINUING EDUCATION TRAINING**



- A. Recognizing that educational, technical and continuing educational training is necessary for a safe and well-trained workforce, the Borough encourages employees to take classes that will aid in their job performance.
- B. Employees required by job description to hold a certification, except as specifically stated within, will not be entitled to additional compensation.
- C. When the Borough requires or requests an employee to take a course, the Borough shall pay for any tuition, fees, books fees or other direct out-of-pocket expenses for the course, upon submission of written verification of expenses and satisfactory completion of the course. If the employee applies, in advance, for the course, the Administrator, at his/her discretion may advance the direct expenses for the course.
- D. The Borough shall pay all costs associated with obtaining and maintained the required certifications and licenses, upon approval of the Department Head and the Administrator.
- E. Employees shall be released from work time without loss of pay to attend any courses required by the Borough or legally required for license renewal if approved by their Department head and Borough Administrator. If the courses are offered/taken after work time, the employee will not receive pay or comp time.
- F. If an employee leaves employment and is hired in another job that utilizes their certification/license within five (5) years of the certification being paid by the Borough, the employee agrees to pay back the cost of the course, as pro-rated over the five-year period as follows: one (1) year = 100%; two (2) years = 80%; three (3) years = 60%; four year (4) = 40%; five (5) years=20%. The employee will have three (3) months to pay back the course monies.

## **ARTICLE TWENTY-TWO RETIREMENT**

- A. Employees retiring from the Borough on either regular or disability pensions from the State of New Jersey shall be paid for longevity as prorated based on the percentage of time employed since the receipt of the employee's last longevity payment from the previous year.

- B. Employees retiring from the Borough on either regular or disability pensions from the State of New Jersey before the end of the year, shall be paid for vacation on a prorated basis based on the days actually employed with the Borough. That formula will then represent the employee's true vacation day entitlement for the "retirement" calendar year.

If the employee has not taken the actual total vacation day entitlement, upon separation, the employee will be compensated the balance of vacation days to which the employee is entitled based upon the proration of days worked.

If, however, the amount of vacation days actually taken exceeds the vacation entitlement based on the proration of the year, the employee will be responsible for reimbursement to the Borough for time taken to which they were not entitled. This adjustment shall be deducted from the final separation check.

- C. An employee who retires after twenty-five (25) years of continuous service to the Borough will not be subject to the proration of vacation time during the final calendar year of employment. The employee can utilize his entire vacation allotment for the year or, at the time of retirement, be entitled to be paid for the balance of their unused vacation in the amount based on their current rate of pay but not to exceed \$10,000.
- D. An employee retiring from the Borough shall be entitled to be paid sick leave accrued up to a maximum of thirty-two percent (32%) of two hundred days at their current rate of pay.
- E. An employee resigning or retiring from their employment with the Borough must give sixty (60) days notice, in writing, to the Administrator or forfeit all benefits.
- F. As of January 1, 2017, medical, prescription, and dental benefits beyond retirement will only be extended to those Borough full time employees who have 23 years in service in the PERS system and have completed at least 15 years of service in the PERS system to the Borough itself.
- G. As of January 1, 2018, medical, prescription, and dental benefits beyond retirement will only be extended to those Borough full time employees who have 25 years of continuous service in the PERS system and have completed at least 15 years of continuous full time service to the Borough.

- H. As of January 1, 2021, medical, prescription, and dental benefits beyond retirement will only be extended to those Borough full time employees who have 25 years of continuous service in the PERS system and have completed at least 20 years of continuous full time service to the Borough.
- I. As of July 1, 2026, medical, prescription, and dental benefits beyond retirement will only be extended to those Borough full time employees who have 25 years of continuous service in the PERS system and have completed at least 25 years of continuous full time service to the Borough.
- J. Retirees will receive the health care plan which is in place with the Borough until the age of 65 or until the time at which they are eligible for Medicare benefits whichever is sooner.
- K. On an annual basis, retirees must certify their eligibility for this coverage. [ ex. If you have family coverage, you must certify that any children covered are under the age of 26; or covered spouse is alive]

**ARTICLE TWENTY-THREE  
LONGEVITY**

- A. Longevity payments will be made each year to employees covered by this Agreement. Said payment shall be made no later than five (5) working days after the employee's anniversary day in a separate check issued to the eligible full-time employee.
- B. Eligibility for longevity payments require a minimum of five (5) years on continuous full-time service to the Borough in the year the Longevity is to be paid, regardless of when the employee's actual anniversary date falls.
- C. Longevity schedule:  
Completion of –
  - 1. 5 years of service \$533.76
  - 2. 7 years of service \$615.89
  - 3. 10 years of service \$697.98
  - 4. 15 years of service \$780.00

5. 20 years of service

\$944.36

- D. Upon separation of employment with the Borough, the longevity paid to an employee shall be prorated based upon the percentage of time employed since employee's prior year anniversary date.

### **ARTICLE TWENTY-FOUR INSURANCE, HEALTH AND WELFARE**

- A. The Borough will provide health coverage and prescription coverage to eligible full time employees through the South Jersey Health Insurance Fund (SJHIF).
- B. The Borough will provide dental coverage to eligible full time employees.
- C. When an employee is injured on duty in the course of his/her employment during regularly scheduled working hours, he/she will be entitled to Workers Compensation benefits as set forth by New Jersey statute N.J.S.A. 34:15 *et. seq.*
- D. The Borough reserves the right to make changes in these coverages and/or carriers in accordance with applicable statutes and regulations. Unless otherwise required by law, benefits will be substantially equivalent to those provided above. The Union shall perceive prior notice of any such changes.
- E. All full time and regular part time employees working thirty (30) or more hours per week will be eligible to receive health benefits.
- F. Employees who receive health care coverage from the Borough shall pay the required premium contribution amount pursuant to New Jersey Statute (Chapter 78).
- G. Any employee, upon proof of spouses or other coverage, may waive health care benefits and receive a yearly stipend in accordance with Borough Ordinance #05.17, and applicable State statute. Should the employee leave employment prior to the year's end, the waiver payment will be pro-rated for the time employed.

**ARTICLE TWENTY-FIVE  
RATE OF PAY AND  
REIMBURSABLE EXPENSES**

- A. All full-time and regular part time employees covered by this Agreement shall receive the following increases, which are calculated on their base pay:

2017	2%
2018	2%
2019	2%
2020	2%

- B. Various stipends shall remain constant and shall not receive an increase. Ex. JIF Coordinator, Zoning Officer. Stipend amounts shall be set by the Salary Ordinance.
- C. Mileage for use of personal vehicles shall not be reimbursed without advance written approval by the Administrator.
- D. Public Works or Water/Sewer employees whose job description/work require CDL licenses shall be reimbursed upon license renewal for the difference in cost between the CDL license and that of a standard NJ Driver's License.

**ARTICLE TWENTY-SIX  
CLOTHING ALLOWANCE**

- A. All employees covered by this Agreement who are required to wear a uniform, shall receive an annual clothing allowance of \$50.00 per employee to be paid on the 1<sup>st</sup> pay date in December. This paragraph specifically excludes all clerical personnel.

- B. Shoes. All employees required to wear safety boots or shoes shall be given an annual shoe allowance of \$250.00 which shall be paid upon the presentation of a receipt for the purchase of the boots/shoes. The reimbursement shall not exceed the annual allowance. The receipt must be for safety shoes/boots in the size of said employee.
- C. The Borough shall contract for the supply of or the purchase of work uniforms. The employee is responsible for the laundering and maintenance of all those uniform articles not covered by any cleaning service agreement.
- D. When uniform bids are solicited, the AFSCME representative shall be given the opportunity to examine samples of the proposed clothing and try on said articles for sizing purposes.
- E. The Borough agrees to purchase annually: ten (10) T-shirts; two (2) regular sweatshirts; and one (1) hooded sweatshirt.
- F. The Borough agrees to purchase a rain suit, hooded coat with zip out lining [zip out sweat shirt may substitute for sweatshirt (s) in Paragraph E above]; and overalls/coveralls on an as needed basis but no more than once per year for covered full-time employees. Employee must return damaged/unwearable gear.
- G. The Borough shall supply back support and hard hats for employees covered by this Agreement.

## **ARTICLE TWENTY-SEVEN LAYOFFS**

- A. Severance Pay. In the event of an authorized work force reduction, any employee laid-off will be given "termination pay" of one week's severance pay for every full year of full time service with the Borough.
- B. Employees to be laid off will be given Notice in accordance with New Jersey Law.

- C. An employee of the Borough who is laid off shall receive payment for unused sick leave accrued at the rate of thirty-two percent (32%) of up to two hundred days at their current rate of pay.
- D. Employee's resigning from a position must give thirty (30) days notice to the Borough Administrator or forfeit all benefits.

### **ARTICLE TWENTY-EIGHT LEAVES OF ABSENCE WITHOUT PAY**

- A. Family Medical Leave Act (FMLA) and New Jersey Family Medical Leave Act (NJ-FMLA). Eligible employees wishing to take FMLA or NJFMA may do so under the provisions of the respective Acts.
  - 1. Applications for the FMLA and the NJFMLA are available from the Finance/Personnel Department.
  - 2. Employees under the FMLA must use all available/accrued sick time and personal time. Employees will not be paid while under the provisions of the Act(s).
  - 3. Employees may not be gainfully employed or going to school/classes during the period of such leave.
  - 4. Falsification of the reason for the leave, or failure to return at the expiration of the leave may be considered reason for discharge.
- B. Maternity Leave. Upon written request and certification from the employee's physician that additional time is needed, the Borough, in its sole discretion, may extend maternity leave beyond three (3) months.

### **ARTICLE TWENTY-NINE JURY DUTY**

- A. Any permanent full-time employee whose loses time from his/her job because of jury duty as certified by the Clerk of the Court, shall receive full pay from the Borough and shall sign over to the Chief Financial Officer of Paulsboro, all monies received for

services, excluding mileage reimbursements, on such jury to the following requirements:

1. The employee must notify his/her supervisor immediately upon receipt of a summons for jury duty.
2. An employee who voluntarily seeks jury duty in any many whatsoever shall not be eligible for payments from the Borough
3. When jury duty is completed prior to 12:00 pm, the employee is required to report for work. If the employee does not report for work, pay for that day shall be forfeited.
4. If the employee "calls" the night before, and is not needed for jury duty, the employee shall report for work.
5. No employee is attending jury duty during vacation and/or other time off.

### **ARTICLE THIRTY PERSONNEL FILES**

- A. The Borough shall establish personnel files or confidential records, which shall be maintained under the direction of the Borough and as dictated by the laws of the State of New Jersey.
- B. Employees covered under this Agreement may, upon reasonable request during regular business hours, review in the presence of an individual designated by the Borough Administrator any written evaluation reports, written complaints or disciplinary matters contained within his/her personnel file.
- C. Whenever a written complaint or disciplinary report or action concerning an employee is placed in his/her personnel file, a copy shall be furnished to him/her and the Union. He/she shall be given the opportunity to rebut same in writing if he/she so desires.

### **ARTICLE THIRTY-ONE**



## **EMPLOYEE QUALIFICATIONS, EVALUATIONS, AND PROMOTIONAL REQUIREMENTS**

- A. All employees are subject to a yearly Driver's License check by the Paulsboro Police Department.
- B. If an employee loses his/her driver's license or for any reason is no longer qualified for his/her present position with the Borough, the Borough shall attempt to place the employee in another position IF a vacancy exists and the employee is qualified to perform the job duties of the position.
- C. Employees who are required to possess CDL licenses must obtain the license within their probationary period.
- D. All employees whose positions require a license or certification shall maintain those licenses during the course of their employment with the Borough.
- E. Employment with the Borough is recognized as the primary employment and shall not allow any outside employment to interfere with their primary employment with the Borough.
- F. All employees must complete a "Conflict of Interest" questionnaire that reports include, but are not limited to, outside employment.

## **ARTICLE THIRTY-TWO EMBODIMENT OF THE AGREEMENT**

This document constitutes the sole and complete agreement between the parties, and embodies all of the terms and conditions governing the employment of employees in the Unit. Any amendments or supplements agreed to by the parties, during the term of the agreement, will be considered part of this Agreement.

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, without prejudice, which is (or may be) subject to collective bargaining.

**ARTICLE THIRTY-THREE  
SEVERABILITY**

In the event that any provision of this Agreement between the parties shall be held by operations of the law and/or a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, that parties shall meet within thirty (30) days of written notice, by either party to the other, to negotiate concerning the modification or revision of such provision.

**ARTICLE THIRTY-FOUR  
TERMINATION OF AGREEMENT**

- A. This Agreement shall cover the period from January 1, 2017 through December 31, 2020 provided, however, that in the event a new Agreement shall not have been negotiated effective as of January 1, 2021, this Agreement shall continue to bind the parties until such time as a new Agreement is signed.
- B. This Agreement shall not be changed or altered in any way during the term of this Agreement without the written consent of the parties thereto.
- C. This Agreement constitutes the entire Collective Bargaining Agreement between the parties and contains all of the benefits the employees are entitled to received, notwithstanding any past practices in existence prior to this contract, and includes and settles for the term of the Agreement all matters which were or might have been raised in Collective Bargaining negotiations leading to the signing and execution of the Agreement.


BOROUGH OF PAULSBORO and AFSCME COUNCIL 71  
COLLECTIVE BARGAINING AGREEMENT

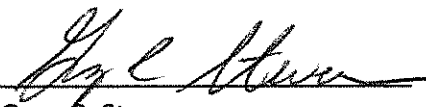
**SIGNATURES / ATTESTATIONS:**

IN WITNESS WHEREOF, the parties hereto executed this Agreement this 23 day of May 2017.

ATTEST:

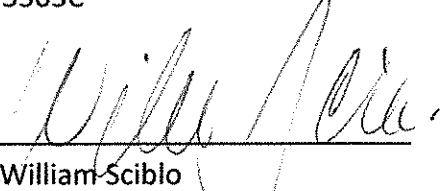
BOROUGH OF PAULSBORO

  
\_\_\_\_\_  
Susan Jacobucci  
Borough Administrator

  
\_\_\_\_\_  
Gary C. Stevenson  
Mayor

AFSCME NEW JERSEY LOCAL 3303C

  
\_\_\_\_\_  
Herman Schoch  
Paulsboro Shop Steward

  
\_\_\_\_\_  
William Sciblo  
AFSCME NEW JERSEY