

2624

CONTRACT PROPOSAL
BOROUGH OF PAULSBORO
LOCAL 3103-C
1994-1996

TABLE OF CONTENTS

ARTICLE		PAGE NO
	PREAMBLE	1
I	RECOGNITION	2
II	CHECK-OFF	3
III	INSURANCE, HEALTH & WELFARE	4
IV	LONGEVITY	4
V	OVERTIME	5
VI	EQUAL TREATMENT	5
VII	WORK SCHEDULES	6
VIII	HOLIDAYS	6
IX	SEVERANCE PAY	7
X	STRIKES AND LOCKOUTS	7
XI	SAFETY, HEALTH & HUMAN RELATIONS	7
XII	LAY-OFF NOTICE	7
XIII	GRIEVANCE PROCEDURES	8&9&10
XIV	CLOTHING & SHOE ALLOWANCE	10
XV	SENIORITY	10
XVI	GENERAL PROVISIONS	11
XVII	RATE OF PAY & LEAVE WITHOUT PAY	12
XVIII	SICK LEAVE	13
IXX	VACATION ENTITLEMENT	14
XX	BEREAVEMENT LEAVE	15
XXI	MILITARY LEAVE	16
XXII	EDUCATION & TECHNICAL TRAINING	17
XXIV	RETIREMENT	18
XXV	TERMINATION OF AGREEMENT	19

PREAMBLE

This agreement entered into this 4th day of October, 1994, by and between the Borough of Paulsboro hereinafter called the Borough or "Employer" and the American Federation of State, County and Municipal Employees, AFL-CIO, District Council #71, hereinafter called the "Union", has as its purpose the promotion of harmonious relations between the Borough and the Union; the establishment of an equitable, prompt and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment; and to avoid interruptions of and interferences with services (and represents the complete and final understanding on all bargainable issues between the Borough and the Union).

ARTICLE I
RECOGNITION

- A. The employer recognizes the Union as the sole and exclusive collective bargaining representative of full and part-time employees employed by the Borough of Paulsboro, as set forth in certification of representative in PERC Case No. RO-83-11.

- B. Recognition hereunder shall not be interpreted as having the effect of or in any way abrogations the rights of employees as established under Chapter 303 Laws of 1964, N.J.S.A. 34:13A-1, or the responsibility of the Borough under applicable statutes, regulations and ordinances.

ARTICLE II
CHECK-OFF

- A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for 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: 14-15.9e, as amended and members shall be eligible to withdraw such authority during July of each year.
- B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Treasurer of the Council during the month following the filing of such card with the Borough.
- C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Council together with the list of names of all employees for whom the deductions were made by the fifteenth (15th) day of the succeeding months after such deductions were made.
- D. If during the life of this Agreement there shall be any change in the rate of membership dues, the Local Union shall furnish the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish to the Borough an official notification on the letterhead of the Local Union and signed by the President of the Local Union advising of such changed deduction.
- E. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Borough Treasurer.
- F. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of Liability that shall arise out of or by reason of action taken by the Union or by the Borough in reliance upon the official notification on the letterhead of the Local Union and signed by the Pres. of Local Union advising of such changed deduction.

**ARTICLE III
INSURANCE, HEALTH & WELFARE**

- A. The Borough shall continue to maintain and provide all insurance and agrees to defend and satisfy any judgement which may be rendered against any employee for any action out of employment with the Borough.

- B. It is further agreed between the Borough and the Union that the Borough agrees to transfer the full-time Union employees to the Delta Dental Plan effective October 1, 1990 and also agrees to transfer the full-time Union employees to the Vision Service Plan (employee only) as of January 1, 1991.

The Borough of Paulsboro would cease payment to the South Jersey Public Employees Health & Welfare Fund as of September 30, 1990.

**ARTICLE IV
LONGEVITY**

- A. Longevity payments will be made each year to the employees covered by this agreement, in accordance with the schedule outlined below. Said payment will be made not later than five (5) working days after employees anniversary date in a separate check issued to eligible employees.

- 1. In order to be eligible for longevity payment, employees must have attained a minimum of 5 years of service with the Borough, in the year longevity is to be paid, regardless of when the employees actual anniversary date falls making him eligible for longevity upon completion of the fifth (5) year.

1994

5 Years of Service.....	\$391.21
7 Years of Service.....	\$451.41
10 Years of Service.....	\$511.58
15 Years of Service.....	\$571.77
20 Years of Service.....	\$692.15

1995

5 Years of Service.....	\$402.95
7 Years of Service.....	\$464.95
10 Years of Service.....	\$526.93
15 Years of Service.....	\$588.92
20 Years of Service.....	\$712.91

1996

5 Years of Service.....	\$415.04
7 Years of Service.....	\$478.90
10 Years of Service.....	\$542.74
15 Years of Service.....	\$606.59
20 Years of Service.....	\$734.30

**ARTICLE V
OVERTIME**

Overtime shall be defined as any time worked beyond eight (8) hours per day, and it is granted only when the employee is authorized to work by a Supervisor.

- A. Time and one half the employees rate of pay shall be paid for work under any of the following conditions:
1. All Work performed in excess of 8 hours per day.
 2. All Work performed in excess of 40 hours per week.
 3. In the event that an employee shall be called back for overtime while off-duty, that employee shall receive no less than three hours overtime pay that employee shall be subject to recall within the following three hour period without additional compensation.
 4. When employees are held over for more than 2 hours they are entitled and must take a mandatory 1/2 hour break.

**ARTICLE VI
EQUAL TREATMENT**

The Borough and the Union agree that there shall be no discrimination or favoritism shown for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership, or union activities.

- A. The Borough may establish reasonable and necessary rules of work and conduct for employees, such rules will be equitably applied and enforced.
- B. Ten (10) working days prior to the implementation of any rules or work and conduct for employees established by the Borough pursuant to Section A, the Borough agrees to notify the Union of said rules. The Union shall then have the opportunity to review such rules prior to their implementation.

**ARTICLE VII
WORK SCHEDULES**

- A. The regularly scheduled work week shall consist of five (5) consecutive days. Monday through Friday inclusive, except for Water Department employees, whose work week will start on Saturday through Wednesday.
- B. The regular starting time for the employees will not change without one (1) weeks notice, except in case of emergency, to the affected employees, and without first having discussed the need for such changes with the Union.

1. Starting Time:

Water Department

7:30 A.M. to 4:00 P.M. Weekday
8:00 A.M. to 4:00 P.M. Weekends
7:00 A.M. to 3:00 P.M. Holidays

Clerical Staff

8:30 A.M. to 4:00 P.M.

Breaks

- a. 15 minutes break in A.M.
b. 15 minutes break in P.M.

**ARTICLE VIII
HOLIDAYS**

- A. The following days are recognized as paid holidays:

New Years Days	Labor Day
Martin Luther King	General Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day (July 4th)	

- B. Personal Days

Each employee shall be entitled to four (4) personal days for personal business such as, but not limited to emergencies, religious holidays, in addition to the employees birthday, and other items relating to that employees personal affairs.

1. Request for personal days shall be submitted to the employees supervisor.

**ARTICLE IX
SEVERANCE PAY**

If in the event of work force reduction any employee is laid off, termination pay will be one weeks severance pay for every year of full service work with the Borough.

**ARTICLE X
STRIKES AND LOCKOUTS**

- A. The Borough and the union agree that for the terms of this agreement that their shall be no strikes, slow downs, sick-outs or other similar conserted action, provided the Borough adheres to the grievance procedure.
- B. The Borough, further agrees that it will not engage in the lockout of any of it's employees.

**ARTICLE XI
SAFETY, HEALTH AND HUMAN RELATIONS**

- A. The Borough shall at all times maintain safe and healthful working conditions, and will provide employee with any wearing apparel, tools or devices that may be reasonably necessary to ensure their safety and health.

**ARTICLE XII
LAY-OFF NOTICE**

- 1. Employees to be laid off will have at lease fourteen (14) calendar days notice of layoff, or be paid in lieu of time.
- 2. Employees resigning from position must give 14 days notice or forfeit all benefits.

**ARTICLE XIII
GRIEVANCE PROCEDURE**

A. Grievance is defined as any dispute that may arise between the parties with reference to the application, meaning or interpretation of this agreement shall be settled in the following manner.

STEP 1. The aggrieved employee or Union Steward/or designee at the request of the employee shall take up grievance or dispute with the employee's immediate supervisor within ten (10) working days of its occurrence. Failure to act within a ten (10) day period, shall be deemed and abandonment of the grievance. The immediate supervisor shall then attempt to adjust matter, and shall respond to the employee, or steward or designee within three (3) working days.

STEP 2. If the grievance has not been settled, it shall be presented in writing by the Union Steward, or Designee to the Director within three (3) working days after the Supervisor's response is due. The Department/Director head shall meet with the Union Steward, and respond in writing within three (3) days.

STEP 3. If the grievance still remains unadjusted it shall be presented by the Union Steward to Borough Administrator in writing within three (3) working days after the response of the Borough Administrator is due. The Administrator shall meet with the Union Steward, and respond in writing within three (3) working days.

STEP 4. If the grievance still remains unadjusted, it shall be presented by the Union Steward to the Mayor and Council in writing within three (3) working days after the response is due the Borough shall meet with Union Steward, and respond in writing to the Union Steward within three (3) working days.

STEP 5. If the grievance remains unsettled the Representative may within fifteen days (working days) after reply from the Borough is due, by written notice, proceed to arbitration. A request for arbitration shall be made no later than fifteen (15) working days and failure to file within said time period shall constitute a bar to such arbitration unless the Union and the Borough shall mutually agree upon a longer time period within which to adjust such a demand.

B. With regard to subject matters that are grievable, the arbitration proceedings shall be conducted by an arbitrator to be selected by the Borough and the Union within seven (7) working days after notice has been given.

1. If the parties fail to agree upon an arbitrator, the Public Employment Relation Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the employer and the Union shall strike the first name; the Borough then strike the other, etc., the name remaining shall be the arbitrator. The arbitrator shall restrict his inquiry to the standards established by the agreement only and his decision shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.
- C. The Union will notify the Borough in writing the names of its employees who are designate for the Union to represent employee under the grievance procedure.
1. Employee so designated by the Union will be permitted to confer with other representatives regarding matters of employee representation, during working hours without loss of pay for periods not in excess of one (1) hour per day, unless additional times are needed and mutually approved.
- D. Agents of Union who are not employees of the Borough will be permitted to visit employees during working hours at their stations for the purpose of discussing Union representation matters, so long as such right is reasonably exercised and there is no undue interference with work progress.
1. Such representation shall also be recognized by the employer as authorized spokesman for the Union in the matters between the parties regarding employees representation matters.
 2. Notice of visitation in accordance with Section D-1 to be given to Borough Administrator.

**ARTICLE XIV
CLOTHING ALLOWANCE**

- A. All employees, excluding clerical workers covered by this agreement shall receive an annual clothing allowance of \$135.00 per employee for 1994 and \$135.00 for 1995 & 1996 to be paid quarterly, and a shoe allowance of \$189.00 for 1994, \$198.45 for 1995 and \$208.37 for 1996. In addition the Borough shall contract for the supply of, or purchase of work uniforms, summer/winter and for the cleaning and maintenance of same. When bids or quotations are solicited for uniforms representatives of AFSCME Local 3103-C will be given the opportunity to examine samples of proposed clothing. Clothing will consist of 4 changes per week plus a 3/4 length coat with zip out lining. The Borough agrees to purchase a heavy weight winter coat for 1994 if necessary by inspection from the Borough Administrator. The Borough agrees to purchase 5 tee shirts for 1994, 1995 and 1996. The Borough also agrees to purchase a back support for the employees of the Water & Sewer and Street & Highway Depts. covered by this contract.

**ARTICLE XV
SENIORITY**

- A. Seniority is defined as an employees' total length of service with the Borough, beginning with his/her date of hire.
- B. An employee having broken service with the employer as distinguished from an authorized leave of absence, shall not accrue seniority credits for the time he was not employed by the Borough.
1. If a question arises concerning two or more employees who were hired on the same date, the following shall apply:
- a. If hired prior to the effective date of this agreement, seniority preference among such employees shall be determined by the order in which employees are already shown on the employer's payroll records, first name, first preference.
 - b. For employees hired on same date subsequent to the effective date of this agreement, preference shall be given in alphabetical order, or employees last name.
 - c. The Borough shall maintain an accurate, up to date seniority roster showing the date of hire, classification and rate of pay of each employee covered by the agreement, and the Borough shall furnish copies of same to the Union in January and July of each year.

- d. In cases of provisional promotion, demotions, layoffs, recalls, vacation schedules or situations where substantially better working conditions are involved. An employee with the greatest amount of seniority shall be given preference provided he/she has the ability to perform the work involved.

**ARTICLE XVI
GENERAL PROVISIONS**

- A. The Union shall have use of the union employee bulletin board for the posting of notices relating to meetings and official business of the Union. Only material authorized by the signature of the Local Union President or his designee shall be permitted to be posted on said bulletin board, and said notices shall not contain any political or controversial material.
- B. It is agreed that representative of the Borough and Union will meet from time to time upon request of either party to discuss items of general interest or concern which are necessarily a grievance as such. Such meetings shall be initiated by written request of either party, and a precise agenda shall be established.

ARTICLE XVII
RATE OF PAY

- A. An employee who works in higher classification shall immediately receive the pay rate for the higher classification. An employee shall be paid at the rate of his own classification when performing work in a lower paid classification.

- B. New or additional employees hired during the terms of this agreement shall be governed by this agreement.

- C. Salary Increase

1994-5% Rate of increase on all positions

1995-5% Rate of increase on all positions

1996-5% Rate of increase on all positions

- D. Mileage on a personal vehicle shall be reimbursed at the rate established in the Salary Ordinance if the Borough determines that such transportation or use of a personal vehicle is necessary and does not provide transportation or a Borough Vehicle.

LEAVE WITHOUT PAY

The Borough, on the request of an employee and after reasonable notice, may grant a six month leave of absence, without pay to said employee. Said request shall be in writing and shall be signed by the employee. No employee shall be required to take a leave of absence without the written consent of said employee. No employee shall be permitted to take a leave of absence without the written consent of Mayor and Council.

ARTICLE XVIII
SICK LEAVE

- A. Sick leave for purpose herein is defined to mean absence of any employee from duty because of personal illness which prevents his doing the usual duties of his position, contagious disease or short period of emergency attendance upon a member of his immediate family who is ill and requires the presence of the employee.
- B. Immediate family is defined to include mother, father, mother and father in-laws, brother and sister, spouse, children or foster children of the employee and grandmother and grandfather.
- C. An Physicians Certificate will be required for each 3 consecutive days of sick leave.
- D. There can be five (5) non consecutive days of sick leave in any calendar year that do not require a physicians certificate. However, the sixth (6) day and each single sick day thereafter shall require a physicians certificate.
- E. Employee will be granted fifteen (15) days of sick leave per year. If any employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credits from year to year, and he/she shall be entitled to such accumulated sick leave with pay when needed.
- F. An employee retiring from he Borough shall be entitled to be paid or given sick leave accrued up to a maximum of 30% of 200 days at the current rate of pay.

ARTICLE XIX
VACATION ENTITLEMENT

All employees covered by this Agreement shall be entitled to vacation based upon the length of time employed as hereinafter provided. Vacation time applies only to continuous service, shall be distinguished from authorized leaves.

A. Employees shall be entitled to the following vacation:

Up to one (1) year service	1 week
Over over (1) year to five (5) years	2 weeks
Over five (5) years to ten (10) years	3 weeks
Over ten (10) years to fifteen (15) years	4 weeks
Over fifteen (15) years to twenty (20) years	5 weeks
Twenty years (20) and over	6 weeks

Employees with over one (1) years service are entitled to their vacation at the beginning of each year.

B. Accumulated Vacation Leave

Each employee shall be entitled to carry over one (1) week of his or her vacation to the succeeding year.

C. Pay During Vacation

All vacation shall be granted at established annual salary rate.

Employee shall receive vacation pay in advance, with proper notice of at least ten (10) working days prior to the start of employees vacation.

ARTICLE XX
BEREAVEMENT LEAVE

- A. In the event of death of the employee's immediate family, the employee shall be granted time off without loss of regular pay, which in no event shall exceed three (3) working days. Immediate family is defined in Article XVIII-Sick Leave.
1. One (1) day for Spouse's sister, brother, or grandchildren, daughter-in-law, son-in-law, aunt, uncle, niece, nephew.

ARTICLE XXI
MILITARY LEAVE

Where any employee is a member of the 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 such training or meeting. Such paid leave of absence shall not effect his accumulated time. The pay period following his return from such military leave, the Borough will pay him an amount which when totalled with his military pay will equal his regular pay for such period of time as employee served on military leave.

ARTICLE XXII
EDUCATION AND TECHNICAL TRAINING

Recognizing that EMPLOYEES taking job related studies will have out of pocket traveling and other related expenses, the BOROUGH agrees to reimburse each EMPLOYEE during the course of each year the sum of \$100.00 (notwithstanding the number of courses taken by the EMPLOYEE) for all such expenses related to the education and/or technical training courses taken by the EMPLOYEE pertaining to his job with the BOROUGH. In addition thereto, the BOROUGH agrees to pay for all books required for these courses and to reimburse tuition expense not to exceed in the aggregate notwithstanding the number of courses, the sum of \$75.00 per year. No tuition will be paid unless the course of study is approved by the appropriate supervisor prior to the EMPLOYEE'S registration in taking the course.

An EMPLOYEE must continue to serve on the force for two (2) years after tuition course reimbursement. If an EMPLOYEE voluntarily terminates his employment within two (2) years of the completion of a course for which he has been paid, the EMPLOYEE shall reimburse the BOROUGH for monies received for schooling during the preceding two years, prior to termination.

**ARTICLE XXIV
RETIREMENT**

Employees retiring on either regular or disability pension shall be paid for all accumulated Vacation and Longevity; said payments computed at the rate of pay base upon the base annual compensation due and owing during the last year of his employment prior to the effective day of his retirement.

The Borough agrees that a worker in the last year of employment who retires, can elect to be paid for his full vacation time or may take his/her vacation prior to retirement.

**ARTICLE XXV
TERMINATION OF AGREEMENT**

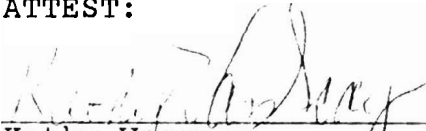
1. This contract shall cover the period from January 1, 1994 to December 31, 1996, provided however, that in the event a new agreement shall not have been negotiated effective as of January 1, 1997, this contract shall continue to bind the parties until such time as new contract is signed.

This contract shall not be changed or altered in any way during the term of the contract without the written consent of the parties thereto.

2. This agreement constitutes the entire collective bargaining agreement between the parties and contains all of the benefits the employees are entitled to receive, notwithstanding, the established part practices in existence prior to this contract, and includes and settles for the term of this agreement all matter which were or might have been raised in all collective bargaining negotiations leading to the signing and execution of the Agreement.

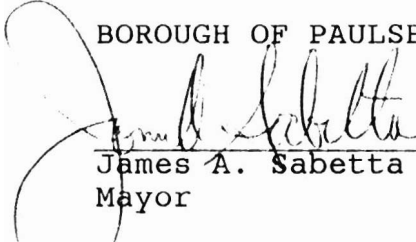
IN WITNESS WHEREOF, the parties have hereto caused these presents to be signed by their proper officials, and their seals attached, the day and year first above written.

ATTEST:




Kathy Vanscoy
Borough Clerk

By:

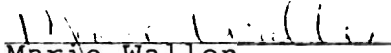
BOROUGH OF PAULSBORO


James A. Sabetta
Mayor

COUNCIL 71 AND LOCAL 3103-C



George Blasetto
President of Local 3103-C



Marie Wallon
Committee Member

**RESOLUTION AUTHORIZING A COLLECTIVE
BARGAINING AGREEMENT WITH THE AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES (AFSCME) #3103-C
AND THE BOROUGH OF PAULSBORO.**

RESOLUTION NO. 196.94

WHEREAS, the Borough of Paulsboro has negotiated a collective bargaining agreement with the representatives of the American Federation of State, County and Municipal Employees (AFSCME) #3103-C, and

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

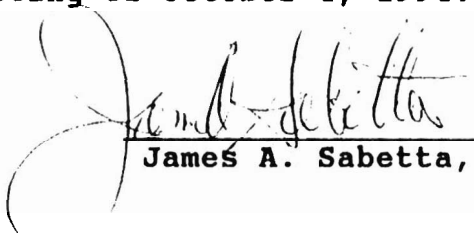
WHEREAS, the Borough of Paulsboro has accepted the terms negotiated, and


WHEREAS, the Mayor is authorized to execute the contract for the years 1994 to 1996 as negotiated.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Paulsboro accept the collective bargaining agreement as set forth.

ADOPTED by the Borough Council of the Borough of Paulsboro at the regular meeting of October 4, 1994.

ATTEST:


James A. Sabetta, Mayor


Kathy A. VanScoy, RMC
Borough Clerk