

CONTRACT AGREEMENT  
BETWEEN  
THE BOROUGH OF CLAYTON  
AND  
THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO  
DISTRICT COUNCIL 71  
January 1, 2011 TO December 31, 2013

INITIALS	
<u>STW</u>	<u>7-23-12</u>
Union	Date
<u>TC</u>	<u>7-12-12</u>
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ARTICLE 1— PREAMBLE

This Agreement entered into by the Borough of Clayton, hereinafter referred to as the "Employer" and Local 3303 which is affiliated with District Council 71 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2 — RECOGNITION

The Employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours of work and other conditions of employment for all of its employees in the classifications listed herein and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees as established under the Employer-Employee Relations Act of 1974, Chapter 123.

ARTICLE 3 — MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Borough reserves to itself jurisdiction and authority over matters of policy, and further, the Borough specifically retains the right, in accordance with but not limited to the laws of the State of New Jersey, the United States, and any other relevant and applicable laws, to do at least the following:

- A. To direct the employees of the Borough.
- B. To hire, assign, promote, transfer and retain employees covered under this agreement.
- C. To demote, discharge, or take any other disciplinary action for good and just cause against employees covered by this agreement.
- D. To relieve employees from duties because of lack of work or any other legitimate reason.
- E. To maintain the efficiency of the Borough's operations that are entrusted to it.
- F. To determine the method, means, and personnel by which such operations are to be conducted.
- G. Take any lawful action, with respect to its employees, that is permitted.

The Borough also states that irrespective of those rights set forth above, that it does not waive the jurisdiction given to the Borough as set forth in Title 40 and 40A of the New Jersey Statutes Annotated or any other applicable State and/or Federal Law.

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ARTICLE 4 — CHECKOFF

- A. The Employer 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. Checkoff shall commence for each employee who signs a properly dated authorization card supplied by the Union.
- C. The aggregate deductions from all employees shall be remitted to the District Council together with a list of the names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month 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 Union shall furnish the Employer written notice prior to the effective date of such change.
- E. The Union will provide the necessary "Checkoff" authorization cards and the Union will secure the signatures of its members on the cards and deliver the signed forms to the Employer.

ARTICLE 5 — AGENCY SHOP

- A. The Employer agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
- B. The deductions shall commence for each employee who elects not to become a member of the Union, thirty days after their date of hire.
- C. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%).
- D. The sum representing the fair share fee shall not reflect the cost of financial support of political causes of candidates, except to the extent that is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for employees it represents advances in wages, hours of work and other conditions of employment which ordinarily cannot be secured through collective negotiations.
- E. The Union shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Employer or require the Employer to take any action other than to hold the fee in escrow pending resolution of the appeal.

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F. The Union shall indemnify and hold harmless the Employer 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 Employer in reliance upon salary deduction authorization cards of the fair share assessment information as furnished by the Union to the Employer, or in reliance upon the official notification on the letterhead of the Union advising of such changed deductions.

ARTICLE 6 — BILL OF RIGHTS

To insure that the individual rights of employees in this bargaining unit are not violated, the following represents the employee's Bill of Rights:

- A. An employee shall be entitled to Union representation at each and every step of the Grievance Procedure set forth in this Agreement.
  
- B. An employee shall be entitled to Union Representation at each step of a disciplinary hearing. An employee shall be entitled to a disciplinary hearing before the Borough Council only if the disciplinary action will result in a suspension of more than five (5) days or termination of employment. An employee shall be entitled to a disciplinary hearing before the Borough Administrator if the disciplinary action will result in a suspension of five (5) or less days but not for a written reprimand/oral warning. Appeal from the decision of the Borough Council or Borough Administrator, as appropriate, shall be taken pursuant to Step 4 of the Grievance Procedure.
  
- C. No employee shall be required by the employer and/or its Agents to submit to an interrogation likely to result in formal disciplinary action unless the employee is afforded the opportunity of Union representation.
  
- D. No recording devices or stenographer of any kind shall be used during any meeting unless both union and employer agree to their use prior to such meeting. The Employer shall be permitted to have minutes of the meeting taken. Copies shall be distributed to all parties involved.
  
- E. In all disciplinary hearings the employee shall be presumed innocent until proven guilty and the burden of proof shall be on the Employer.
  
- F. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this Agreement.
  
- G. Disciplinary action shall be taken for good and just cause only. The following penalties may be assessed against any employee by his/her immediate supervisor for violation of any Borough or Department rules and regulations.
  - 1. Written reprimand
  - 2. Suspension up to five (5) days in length
  - 3. Suspension of more than five (5) days or termination of employment must be

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recommended to the Borough Council by the appropriate Department Head for formal action.

4. ALL SUSPENSIONS SHALL BE WITHOUT PAY .

H. The Local union and AFSCME Council 71 shall be provided with written notice of any proposed disciplinary action with reasons supporting such proposed disciplinary action and specifications describing the violation(s) included in such notification so that the Local and Council may appeal such proposed action and represent the unit employee in a disciplinary hearing. In addition, prior to the disciplinary hearing the Union representative may request and upon such request to the office of the Borough Administrator shall be provided with responsive documents and information that includes but is not limited to documents and proofs that the management intends to rely upon as well as any relevant documents or information that the management will not use or rely upon, such as witness statements or reports that may support the employee's defense to such charges. Information shall be provided to the Union at least five (5) days prior to the hearing.

I. Appeal of any disciplinary action imposed after hearing by the Borough Administrator or Borough Council shall be pursuant to Step 4 of the Grievance Procedure.

ARTICLE 7 — GRIEVANCE PROCEDURE

A. A grievance is herein defined as an appeal of the interpretation, application or violation of policies, agreements and administrative decisions. The objective of this procedure is to secure at the lowest possible level an equitable settlement of problems. The parties agree that this procedure will be kept as informal as possible.

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



STEP 1

An aggrieved employee or the Union shall institute action by filing a grievance, under this provision, in writing, within fourteen (14) days of the occurrence of the grievance or discovery of the facts that support the grievance, and upon filing an earnest effort shall be made to settle the differences between the aggrieved employee/Union and the immediate supervisor/Department head and resolve the grievance. If such efforts are unsuccessful after 5 days or if the parties determine earlier that such efforts are not likely to be successful, the Borough Administrator shall schedule and conduct a hearing regarding the grievance and shall render a written decision within ten (10) days of the hearing, or thirty days of receipt of the grievance, whichever is earlier. A copy of any filed grievance shall also be delivered to the Municipal Clerk.

STEP 2

If the grievance is not resolved through step 1, or if no answer has been received by the Union within the time period stated above, the grievance shall be presented to the Council

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Committee in charge of the Department by the Union within fourteen (14) calendar days from the date that step 1 should have been rendered or was rendered. The Council Committee shall investigate the alleged grievance and attempt to resolve it. The Council Committee shall within twenty-one (21) calendar days from receipt of the grievance, provide a written decision to the Union either answering the grievance or setting forth the terms of settlement which shall have been agreed to by all parties.

STEP 3

If the grievance still remains unsettled after step 2, within thirty (30) calendar days, the grievance shall be presented to the Mayor and Council by the Union for an attempt to resolve the grievance. The Mayor and Council shall have fourteen (14) days to resolve the grievance to the satisfaction of all parties.

STEP 4

If the grievance still remains unsettled, the Union may, within fifteen (15) calendar days after reply by the Mayor and Council by written notice, proceed to arbitration. The Arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.

The arbitrator shall be bound by the provisions of this Agreement and will restrict his/her opinion to the application of facts presented to him/her involving the grievance. The Arbitrator shall in no way have authority to add to, modify, detract from or alter in any way any of the provisions of this Agreement or any amendment or supplement thereto.

The costs for the services of an arbitrator shall be born equally by the Borough and the Union. Decisions rendered by the arbitrator shall be final and binding on the parties.

The arbitrator shall hold the hearing at a time and place convenient to the parties and shall render a decision within thirty (30) days after the close of the hearing.

Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

ARTICLE 8 — SENIORITY

- A. Seniority is an employee's total length of service, beginning with his/her original date of hire.
- B. In all cases of demotions, promotions, layoffs, vacation schedules and other situations where employee advantages or disadvantages are concerned, an employee with the greatest amount of seniority shall be given preference, provided he has the ability to do the work involved.
- C. Any employee who terminates his/her employment and is subsequently rehired within one (1) year shall be able to use total service time for the purpose of vacation weeks allowed only.
- D. JOB OPENINGS:

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1. Posting. All job openings shall be conspicuously posted in a break room(s) and in each department on a designated bulletin board for a period of at least five working days prior to filling such vacancies and prior to any outside advertising, during which time employees may apply for the posted positions. Notices shall be on Borough letterhead, dated, and signed by a Department Head or Borough Administrator, and shall specify the deadline for submitting applications. A copy of each posting shall be furnished to the Local Union Representative of the Union on the same day the posting begins.

2. Filing of Positions. All applications for job openings will be duly considered. Preference shall be given according to seniority so long as such preference would not result in the selection of a less qualified employee.

#### ARTICLE 9 — EQUAL TREATMENT

A. The Employer 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, Physical Disability, Union Membership or Union Activities.

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

#### ARTICLE 10 — UNION BUSINESS

A. Whenever any employee, who is a representative of the Union, is scheduled to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in regular pay or be charged for sick leave or vacation leave. Such meetings or conferences, held away from the Borough, shall be limited to four (4) hours per month.

B. Bulletin Boards will be provided by the Employer at permanent work locations for the use of the Union, for the sole purpose of posting Union announcements and other information. There shall be no posting of a profane or abusive nature.

C. Union Activities on Employers time and premises. The Employer agrees that during working hours, on the employer's premises, and without loss of pay, Union representatives shall be allowed to:

1. Post Union notices.
2. Distribute Union literature.
3. Transmit communications authorized by the Local Union to its officers, to the Employer or his representative, both written and/or oral.
4. Prepare for meetings, negotiations, grievance proceedings or conferences held on premises.

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D. Visits by Union Representative:

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees both local, district or international, shall have the right to visit the premises during working hours, so long as such visit shall not interfere with employee duties. The Borough shall be notified at least 24 hours in advance of such visits, except in emergency situations.

ARTICLE 11-- SAFETY AND HEALTH

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

B. The Employer and the Union shall designate two safety committee members. It shall be their joint responsibility to investigate and correct unsafe or unhealthy conditions. They shall meet periodically, as necessary, to review conditions in general and to make appropriate recommendations to either or both parties. The safety committee members representing the Union shall be permitted, upon prior notice to and authorization of the Employer's designated representative, a reasonable opportunity to visit work locations, for the purpose of investigating safety and health conditions, during working hours with no loss in pay for periods not to exceed four (4) hours per month, unless additional time is authorized by the Employer.

C. The safety committee shall meet when needed with the Borough Administrator upon notice to the Union.

ARTICLE 12 -- LAYOFF

A. In the event it becomes necessary to layoff employees for any reason, employees shall be laid off, by job classification, in the inverse order of their seniority. The Employer agrees to give at least one-month notice to the Union and the affected employees. Notice must be given in writing. An employee having held another prior position with the Borough has the right to bump down to said held position in the event of a reduction in the workforce.

B. If an employee is laid off he/she shall receive six (6) weeks' pay over three (3) pay periods at his/her current rate. Any laid off employee shall be placed on a recall/re-employment list and shall be given first right of refusal for any post-layoff opening provided that he or she is qualified to perform the essential duties of such post-layoff opening. An employee who is recalled shall not be deemed a new employee and his or her absence shall not be counted towards seniority but shall not be deemed a break in service.

ARTICLE 13 -- PROBATION PERIOD

A. Every person appointed to a position shall be deemed to be on probation for a period of six (6) months. The Borough Administrator may require reports and recommendations from Department Heads to determine whether he/she shall be granted permanent status. If for any reason, on or before the end of the six-month period, it is determined that an employee is not suited for the job for which he was hired, the employee will be terminated, without recourse to the contractual

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grievance procedure.

During the probationary period, an employee can accrue and use sick days, but any days taken will not be paid. During the probationary period, an employee can accrue, but not use, personal days until permanent status is achieved. An employee is not entitled to accrue or use vacation days until he/she achieves permanent status.

ARTICLE 14 — WORK SCHEDULES

A. The workweek shall consist of five (5) consecutive days, Monday through Friday. The exception is the Tax Assessor Clerk, who works 16 hours per week with a 1 hr. lunch.

B. White Collar employees shall work 8:00 A.M. to 4:00 P.M. These employees shall receive a one-hour lunch break.

The Public Works Clerk shall work 7:30 A.M. to 3:30 P. M., with a one hour lunch break.

C. Borough is permitted to hire part time bus driver with hours between 9:00 a.m. and 5:00 p.m. Hours shall be a maximum of 24 hours and a minimum of 15 hours over three days per week. The days may flex with advance notice.

If the bus driver works on average more than 20 hours in a week in a quarter of a year, or more than three days a week for more than 10 weeks in a year, leave time shall have been earned and shall be awarded to such bus driver on a prorated basis. Even if the bus driver has exceeded the average number of hours in a week in a quarter or has exceeded the 3 days per week limit on more than 10 weeks in a year, there shall be no personal leave days for the part-time bus driver, but there shall be a proration of sick time and vacation time benefits. The driver shall have a 1 hour lunch break at some time during the shift when there is down time. The bus driver does not receive reimbursement for events he/she attends in the course of taking the seniors to them, excluding parking and tolls. Parking and toll expenses will be reimbursed with the submission of proper receipts.

D. The parties agree that there shall be no additional part timers hired by the Borough for unit work without agreement of the Union. This shall not cover persons performing seasonal work in the manner as they are currently working; nor shall it cover part timers who are not performing unit work and would not otherwise be eligible for representation in this bargaining unit.

E. Blue-Collar employees shall work 7:00 A.M. to 3:30 P.M. The employees shall receive a half-hour unpaid lunch break. Blue collar employees may have an alternate work schedule of combining their two 15-minute breaks into a 1/2 lunch, and working from 7:00 AM — 3:00 PM unless the Director of Public Works determines business needs require the regular 7:00 AM 3:30 PM schedule.

Employees with the title of mechanic shall work 7:30 A.M. to 4:00 P.M. The mechanic may also work

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an alternate work schedule of combining his two 15-minute breaks and working from 7:30 AM to 3:30 PM.

F. All employees covered by this Agreement shall receive two (2) paid rest breaks per day of fifteen minutes each.

G. If an employee works in multiple capacities, the work schedule he or she follows will be what is established for each position the employee fills.

#### ARTICLE 15 — CALL IN TIME

A. If an employee is recalled to duty, he shall receive a minimum guarantee of three (3) hours compensation at the overtime rate regardless of the number of hours actually worked.

B. Employees of the Public Works Department shall be required to be on emergency, 24 hour call a minimum of eight (8) weeks per year. The employee shall also be compensated at the rate of \$125.00 per week. The employee shall also receive pay for a minimum of 2 hours, effective May 1, 2012 and thereafter will receive pay for all hours worked if more than 2 hours during this period at the rate of one and one-half ( 1 & 1/2) times their normal rate. Prior to May 1, 2012, the minimum overtime pay for call in time shall be based upon 1 hour.

#### ARTICLE 16 — BEREAVEMENT LEAVE

A. In the event of death in an employee's immediate family, the employee shall be granted time off without loss of regular pay of five (5) consecutive working days, to begin within 10 days of the death of the family member.

B. The term "immediate family" shall include mother, father spouse, mother-in-law, father-in-law, children, parental guardians, brother, sister, grandmother, grandfather and grandchildren and significant other.

C. Employees shall be granted two (2) consecutive days off in the event of death of the following relatives: sister-in-law, brother-in-law and grandparent-in-law.

D. Employees shall be granted one (1) day off with pay in the event of a death of the following relatives: aunt, uncle, first cousins, niece and nephew.

#### ARTICLE 17 — INSURANCE

A. All employees will be entitled to medical, hospitalization and prescription coverage through the New Jersey State Health Benefits Plan and its differing health insurance plan options. All options shall be offered to employees. If the Borough determines to leave the State Health Benefits Plan, it agrees that such a change would need to be negotiated to agreement with the Union before it could be executed. The parties agree this is needed to preserve the right of employer to change from the SHBP and that it protects the right of unit employees to benefits and options at the then current level.

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Employee shall be responsible for payment of any premium share contribution required by law.

B. All employees will be entitled to vision and eyeglass care coverage as currently provided by the Borough of Clayton.

C. All employees will be entitled to dental benefits as currently provided by the Borough.

D. All employees are entitled to the State of New Jersey Temporary Disability Insurance coverage, as prescribed by the State Program. The employer shall pay to a current employee the difference between the amount the employee received from State Disability and his/her regular paycheck. Beginning 1/1/09, all employees hired prior to this date will receive 50% of the difference between what disability benefits pays and his/her paycheck. Employees hired after 1/1/09 will only receive payment through state disability benefits. Checks received by the employee must be presented for copying to the Borough prior to cashing.

E. All unit employees who retire from the Borough of Clayton after twenty-five years of service and are receiving New Jersey State retirement pension shall retain coverage for medical, dental, prescription and eye care benefits. It is understood that the State Health Benefits Program effective on January 1, 2003 establishes the co-pays and deductibles for Doctor visits and Prescriptions. It is agreed that the amount established by the State Health Benefit Program for all co-pays and deductibles shall be the retiree's responsibility per the State Health Benefits program as imposed by the State during the length of this Contract.

Retirees shall receive reimbursement for the difference between co-payments by active employee versus the amount paid by retired employees. Reimbursement shall be made to the Retiree upon submission of receipts and the appropriate signing of a Borough voucher to be processed in a timely fashion.

#### ARTICLE 18 - WORKER'S COMPENSATION

A. When an employee is injured on duty, the employee is to receive Workers Compensation due to the employee plus the difference between the amount they received as compensation and their normal salary during the period of disability.

B. An employee who is injured on the job and is sent home or to the hospital or who must obtain medical attention shall receive pay at the applicable hourly rate for the balance of the employee's regular shift on that day.

#### ARTICLE 19 - WAGES

A. All employees covered by this Agreement shall receive an increase of two percent (2%) added to their hourly rate of pay effective and retroactive to January 1, 2011.

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B. All employees covered by this Agreement shall receive an increase of two percent (2%) added to their hourly rate of pay effective and retroactive to January 1, 2012.

C. All employees covered by this Agreement shall receive effective January 1, 2013 an increase of two percent (2%) added to their hourly rate of pay.

See attached Exhibit "A" for hourly rates to be paid per this contract for years 2011, 2012 and 2013.

Public Works employees are to receive three (3) short and three (3) long sleeve shirts, three (3) pair of pants, one (1) jacket and two (2) pair of boots\* each year. Public Works employees other than mechanic (s) shall receive \$325.00 per year cleaning allowance payable June 1st and November 1st. The mechanic (s) shall have uniforms supplied and cleaned by the Borough. The requirement of two (2) pair of boots per year shall be effective as of 1-1-2012; prior to that the requirement shall be one (1) pair per year.

D. The mechanic (s) shall receive a \$525.00 tool allowance. This will be payable on November 1' of each year.

E. Any employee who reports to work without Borough supplied uniforms, jackets or shoes may be sent home, required to change and be docked pay accordingly.

F. To ensure that existing employees receive an increase in pay when promoted that is consistent with the current differentials, the parties agree that any existing employee who is promoted after the execution date of this Agreement shall receive a salary increase that is equal to the difference in the minimum rates between the hourly rate for the title that they were occupying as compared to the title to which they are being promoted. Such difference shall be determined based upon the minimum hourly rates for each title at the date when the promotion is effective. (See attached Exhibit "B.")

G. Willie Legates has been paid longevity as of the date of execution of the MOA and the only payment due to Legates upon ratification is retroactive wage increase from January 1, 2011 through last day of employment.

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ARTICLE 20 — LONGEVITY

A. Employees covered under this Agreement shall receive in 2011 the following longevity each year:

1. Beginning 5<sup>th</sup> year of service, 4.5% of base pay.
2. Beginning 6<sup>th</sup> year of service, 5.0% of base pay.
3. Beginning 10<sup>th</sup> year of service, 6.0% of base pay.
4. Beginning 15<sup>th</sup> year of service, 6.5% of base pay.
5. Beginning 20<sup>th</sup> year of service, 7.5% of base pay.

B. Employees shall have the option to be paid longevity on or about June 1 and November 1, of each year, or may have the longevity pay included in their bi-weekly paycheck.

C. For each employee hired as of May 1, 2012, the longevity percentage each will have reached by end of 2012 as set forth in the attached chart for longevity shall be added onto the base and there shall be no longevity thereafter by virtue of additional service for any bargaining unit member. In addition, all new employees; i.e., employees who have not been hired as of May 1, 2012, shall not receive longevity and shall be paid at the minimum rate for the titles listed in the attached Exhibit "C," unless other salary for such new employees is agreed to between the Union and the employer.

ARTICLE 21 — OVERTIME

A. Overtime shall be considered as all time worked in excess of an employee's normal workday or work week, and shall be compensated at the rate of one and one-half times the employee's normal hourly rate.

B. All work performed on a Sunday shall be compensated at the rate of two (2) times the employee's normal hourly rate of pay.

C. All work performed on a Holiday shall be compensated at the rate of two (2) times the employees normal hourly rate of pay.

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- D. Overtime work shall be voluntary, except it shall be mandatory in the event of an emergency.
- E. Overtime shall be distributed as equally as possible. Overtime shall be rotated with the senior employee being given the opportunity to work first.
- F. The Employer shall provide a list of employees with overtime worked upon reasonable request by the Union.
- G. Overtime shall be paid currently.
- H. No employee shall have his/her work shift workday or workweek changed for the purpose of avoiding overtime.
- I. All paid time off shall be considered as time worked for the purpose of computing overtime.
- J. Each employee required to work beyond his normal shift shall be entitled to time and one half compensation or to accumulate compensatory time of equal monetary value, up to a maximum of two-hundred forty (240) hours. Employees may request pay for compensatory time at any time. A maximum of 15 hours may be requested in any one (1) pay period.
- K. Upon leaving employment for any reason, an employee may request all compensatory time due him/her in one pay period.
- L. Minimum Hours: An employee will be paid a minimum of two (2) overtime hours for the pump station and three (3) overtime hours for the treatment plant on Chestnut Street.

ARTICLE 22 — HOLIDAYS

A. The following days are recognized as paid Holidays:

- |                      |                            |
|----------------------|----------------------------|
| New Year's Day       | Martin Luther King Day     |
| Presidents Day       | Good Friday                |
| Memorial Day         | Independence Day           |
| Labor Day            | Columbus Day               |
| General Election Day | Veterans Day               |
| Thanksgiving Day     | Day After Thanksgiving Day |
| Christmas Day        |                            |

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Note: The Union will agree to exchange Election Day for a floater day. That floater day will be added to an existing holiday: in 2012 it will be designated for Christmas Eve day 12/24/12 and for 2013 it will be 7/5/13. For all other years, the parties agree that the procedure will be that they meet and reach agreement on such an add-on floater to an existing holiday like July 4<sup>th</sup>, Christmas, or Veteran's Day. If no day is agreed upon it will be an additional personal day for that year.

B. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays that fall on Sunday shall be celebrated the following Monday. Holidays, which fall within an employee's vacation period, shall not be counted as a vacation day. Should a holiday occur while an employee is on sick leave, he shall not have that day charged against his sick leave.

Note: An employee who calls out sick the day before or after a holiday will not be paid for the holiday unless he or she provides a doctor's note.

C. Personal Days.

1. Employees covered under this agreement shall receive four (4) personal days per year. The employee may take a personal day in conjunction with any scheduled vacation. Except in emergencies, all requests for personal leave shall be made in writing to each employee's immediate supervisor at least one (1) day prior to taking the leave.

2. ONE (1) EXTRA PERSONAL DAY. Employees who have completed five (5) years of full-time employment with the Borough shall be entitled to one (1) extra personal day off. The one (1) extra personal day shall be used by the employee in the given year and cannot be carried over to the next year.

The parties agree that an employee shall be able to take a personal day in conjunction with any holiday so long as such personal day is preapproved as it is with the vacation.

## ARTICLE 23 — VACATIONS

A. Employees shall earn vacation on the basis of the following schedule:

1. 6 months to the end of the calendar year in which employment begins, 1 day for each month worked.
2. 1 year through 4 years of service, two (2) weeks.
3. Beginning 5 years through 9 years of service, three (3) weeks.
4. Beginning 10 years through 14 years of service, four (4) weeks.
5. Beginning 15 years through 19 years of service, five (5) weeks.

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- 6. Beginning 20 years through 25 years of service, six (6) weeks.
- 7. Beginning 25 years of service, seven (7) weeks.

B. Scheduling of vacation be approved by the Borough Administrator in order to provide for the efficient operation of Borough business.

C. Employees may not carry over vacation days from year to year.

Exception: If an employee is hired and begins employment in the months of November or December, the employee will accrue 1 or 2 day vacation by the year's end. As such, the employee will have little time to expend the day(s). Therefore, the employee may either sell the 1 or 2 days back, or carry into the next year.

D. Upon termination of employment, an employee shall receive payment for all vacation leave not used in the current year.

E. Whenever an employee dies having to his/her credit any vacation leave, there shall be paid to his/her estate a sum of money equal to the amount of vacation leave owed in the current year.

F. All employees covered under this Agreement shall be permitted to sell back to the Borough up to two weeks' vacation per year with the understanding that said request must be submitted before November 1<sup>st</sup> of that year, and that it will not be paid until after passage of the Borough's Annual Budget in the following year, and at the rate established for the prior year.

ARTICLE 24— SICK LEAVE, The FAMILY MEDICAL LEAVE ACT and The NEW JERSEY FAMILY LEAVE ACT

A. Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness or which prevents his/her doing the usual duties of his/her position, exposure to contagious diseases. Sick time is intended to be used for an employee's own illness or to care for an immediate family member who is sick. Sick time may also be used to maintain health through either sick or wellness appointments with a physician.

B. Employees may accumulate all unused sick days into a sick bank at the end of each year. Days from this bank may only be used for extended illnesses over three (3) days in length.

C. All employees shall be entitled to the following sick leave:

From the date of hire up to December 31, 1/2 working day per month. Each year thereafter, 12 working days per year.

D. An employee who does not expect to report to work on any working day must notify the appropriate office by telephone within one (1) hour after the start of his/her workday.

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E. Any employee who shall be absent on sick leave for three (3) or more consecutive days shall be required to submit medical evidence substantiating the illness within two business days of employee's return to work.

F. Accumulated sick leave may be sold back to the Borough as follows:

1. Upon retirement, any employee may sell back to the Borough, at his/her current rate of pay, any unused days at the rate of one (1) day for one (1) day. Employees must be eligible for State retirement to qualify under this section. Employees hired after 1/1/08 may continue to accumulate sick leave, and upon retirement, may sell back to the Borough at his/her current rate of pay, any unused days at the rate of 1 day for 1 day not to exceed to \$10,000.
2. Upon termination of employment for any reason as listed in number 1, an employee may sell back any unused sick days at the rate of three (3) sick days for one (1) day's current pay rate.
3. If an employee is laid off for any reason, the employee may sell back any unused sick days at the rate of one (1) sick day for one (1) day's current pay.
4. Employees have the option to convert banked sick for additional vacation or financial reimbursement as follows:
  - a) Employees may convert up to 2 weeks of banked sick time into 1 week of additional vacation.
  - b) Employees may sell back up to 2 weeks of banked sick time for 1 week's pay. The "sell back" must be requested by November 1<sup>st</sup> of the current year to be paid in the following year after the budget is adopted.

G. If a full-time employee of the Borough should die in any given year, then that employee's beneficiary shall be paid by the Borough for any unused sick time, banked sick time, unused vacation time, unused compensatory time or unused personal time for that year.

H. The FAMILY MEDICAL LEAVE ACT and the NEW JERSEY FAMILY LEAVE ACT: The Borough will follow the guidelines and standards as set forth in the Federal "Family Medical Leave Act" and the NJ Family Leave Act for each employee covered under this Agreement.

#### ARTICLE 25 — CREDIT UNION, CHECKOFF

The Employer agrees to make payroll deductions for any employee, upon written request, to be paid to an appropriate Credit Union authorized by N.J.S.A. 40A:9-17.

#### ARTICLE 26 — MILITARY LEAVE

A. An employee who is a member of the National Guard or Reserves of Military and Naval Forces of the United States and is required to undergo annual field training will be granted a leave of absence with pay for the period of such tour of duty, minus any pay received for such tour of duty.

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D	7-12-12
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B. Any employee who enters into Active Service in the Armed Forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of Military Service without pay.

ARTICLE 27 — LEAVE OF ABSENCE WITHOUT PAY

A. An employee who is temporarily incapacitated (due to either physical or mental reasons), or who wishes to engage in any appropriate course of job-related study, or for any reason considered valid by the Employer, may be granted a leave of absence without pay by the Employer for a period not to exceed six (6) months. Said leave may be extended for another period not to exceed six (6) months with the approval of the Employer.

B. Maternity leave without pay — Maternity leaves, not to exceed six (6) months, shall be granted at the request of any employee without pay. Maternity Leave shall, upon the request of the employee, be extended or renewed for a period of six (6) months, also without pay.

ARTICLE 28 — ACCESS TO PERSONNEL FILES

A. Upon reasonable request, the personnel records of any employee shall be open to the inspection of the employee. Copies of contents shall be available upon request under observation of a supervisor. An employee shall be permitted to respond to any document placed in said file after January 1, 2011 by having his or her response placed in the file with the document. Employees shall be given a copy of documents placed in the personnel file, with the exception of routine business records.

ARTICLE 29 – PAY LANGUAGE

For any unit employee paid on an annualized salary basis and not on an hourly rate: In any year in which there are twenty-seven (27) pay period, any such unit employee shall receive 1/27<sup>th</sup> of his/her annual salary per pay in that year. In any year other than a 27 pay period YEAR, such a unit employee shall received 1/26<sup>th</sup> of his/her annual salary per pay in that year.

ARTICLE 30 - Education Stipulation

Borough employees who enroll in training and education courses for career development, paid for and approved by the Borough, will be required to commit to a time of employment to the Borough of 3 years from the end of the career development courses. Notice will be given to the employee upon reimbursement that if the employee voluntarily quits or leaves employment within one year of the course completion he or she will be obligated to reimburse 75% of the cost back to the Borough; that if the employee voluntarily quits or leaves employment within two years of the course completion he or she will be obligated to reimburse 50% of the cost back to the Borough; and if between two years and three

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years 25% of cost. After 3 years, no reimbursement. Upon request, Council may waive this requirement.

ARTICLE 31 — MAINTENANCE OF EXISTING CONDITIONS

A. It is the intent of the employer and the employees that any presently existing working conditions are to remain in full force and effect except as specifically modified by this Agreement.

ARTICLE 32 — DUPLICATION OF AGREEMENT

The employer shall be responsible for reproducing this Agreement and will furnish copies to the Union for distribution to employees and officials of the Employer.

ARTICLE 33— SEPARABILITY AND SAVINGS

A. Each and every clause of this Agreement shall be deemed separate from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clauses or clauses, only to the extent that any may be so in violation shall be deemed of no force and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and, all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

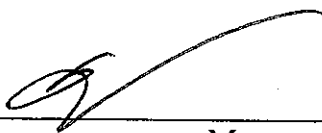
ARTICLE 34 — TERM OF AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 2011, and shall remain in effect to and including December 31, 2013 without any reopening date. This Agreement shall be subject to renegotiation by both parties under the terms and conditions as specified by the State of New Jersey Public Employment Relations Commission for the period beginning January 1, 2011. Upon expiration, the terms of the prior contract shall remain in full force and effect, through negotiations for the successor agreement.

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<u>    </u>	<u>7-23-12</u>
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<u>    </u>	<u>7-12-12</u>
Borough	Date

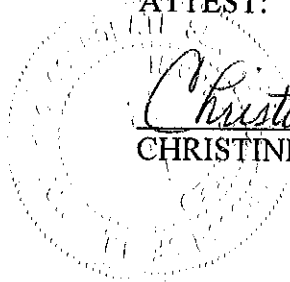
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the Mayor of the Borough of Clayton and representative of American Federation of State, County and Municipal Employees, AFL-CIO District Council 71, attested by their Clerk and Secretary respectively, and their corporate seals placed hereon this date above written.

BOROUGH OF CLAYTON

  
\_\_\_\_\_  
Mayor



DATED:

ATTEST:



  
\_\_\_\_\_  
CHRISTINE NEWCOMB, Borough Clerk

INITIALS

	<u>7-23-12</u>
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AFSCME, District Council 71

*Jackie Maxwell*  
*Matthew Farrell*

ATTEST:

*Butter Thompson*  
Secretary, District Council 71

LACLAYTON BOROUGH\AFSCME\050712 Contract Agt between CB & AFSCME Dist Council 71 (redlined version).docx

INITIALS

<u><i>JM</i></u>	<u>7-23-12</u>
Union	Date
<u><i>TD</i></u>	<u>7-12-12</u>
Borough	Date

**Grandfathered Hourly Rates (with Longevity)**

Laborer	Add 2% 2010	Add 2% 2011	Add 2% 2012	Longevity (paid in 2011)	Total 2012	Add 2% 2013	Longevity %	Longevity Rolled - 2012 Pd in 2011	Longevity Pd in 2011
Craig Cunningham	18.40	18.77	19.14	0.83	19.97	20.37	5.00%	1,722.24	1,722.24
Chris Mason	18.40	18.77	19.14	0.92	20.06	20.46	5.00%	1,913.60	1,913.60
Pete Saracino	18.40	18.77	19.14	1.10	20.25	20.65	6.00%	2,296.32	2,296.32
Fred Simmermon	18.40	18.77	19.14	0.92	20.06	20.46	5.00%	1,913.60	1,913.60
Truck Driver									
Bob Hagelestein	19.45	19.84	20.24	1.17	21.40	21.83	6.00%	2,427.36	2,427.36
William Legates	19.45	19.84	20.24				7.50%	561.24	3,034.20
Asst Heavy Equip Operator									
Mike Foy	19.99	20.39	20.80	1.00	21.80	22.23	5.00%	2,078.96	2,078.96
Heavy Equipment Operator									
Dwayne Drew	26.49	27.02	27.56	1.99	29.55	30.14	7.50%	4,132.44	4,132.44
Utilities Specialist									
Joe Hunt	23.14	23.60	24.07	1.04	25.12	25.62	4.50%	2,165.90	2,165.90
Mechanic									
Dan Maurer	23.85	24.33	24.81	1.79	26.60	27.13	7.50%	3,720.60	3,720.60
Purchase Order Clerk									
Naomi Money	21.87	22.31	22.75	1.69	24.44	24.93	7.50%	3,505.68	3,505.68
Office Clerk									
Debbie Schlosser	14.85	15.15	15.45	0.71	16.16	16.49	4.50%	1,487.16	
Tax Assessor Clerk									
Tammy Latona	14.65	14.94	15.24	0.88	16.12	16.44	6.00%	1,828.32	1,828.32
DPW Secretary									
Carol Carr	15.15	15.45	15.76	1.11	16.87	17.21	6.50%	2,317.33	2,317.33
								32,070.75	33,056.55

**EXHIBIT "A"**

INITIALS                       
 Ultray Date 7-20-10  
 Borough Date

**Hourly Rates**

PUBLIC WORKS	2010	2011	Min*	Max**	Min*	Max**
	2012	2012	2012	2012	2013	2013
General Laborer	16.29	16.62	16.95		17.29	
Laborer	18.40	18.77	19.14	20.55	19.53	20.96
Truck Driver	19.45	19.84	20.24	21.72	20.64	22.16
Asst Heavy Equipment Operator	19.99	20.39	20.80	22.33	21.21	22.77
Heavy Equipment Operator	26.49	27.02	27.56	29.59	28.11	30.18
Utilities Specialist	23.14	23.60	24.07	25.85	24.56	26.36
Asst Utilities Specialist	18.78	19.16	19.54	20.98	19.93	21.39
Mechanic	23.85	24.33	24.81	26.64	25.31	27.17
Shuttle Bus Driver	14.65	14.94	15.24	16.36	15.55	16.69
<b>WHITE COLLAR</b>						
Water & Sewer Clerk	21.11	21.53	21.96	23.58	22.40	24.05
Purchase Order Clerk	21.87	22.31	22.75	24.43	23.21	24.92
Clerk/Typist	12.94	13.20	13.46	14.45	13.73	14.74
Office Clerk	14.85	15.15	15.45	16.59	15.76	16.92
Tax Assessor Clerk	14.65	14.94	15.24	16.36	15.55	16.69
DPW Secretary	15.15	15.45	15.76	16.92	16.08	17.26

\* Min - Base Rate for any employees hired after May 1, 2012.

\*\* Max - the difference between the Min and Max hourly rates are provided to cover the various ranges established due to the rolling in of longevity for existing employees as of January 1, 2012.

INITIALS SR Date 7-23-12  
 Union 18 Date \_\_\_\_\_  
 Borough 18 Date \_\_\_\_\_

EXHIBIT "B"



Borough of Clayton  
 Calculation of Longevity Payments  
 For the year 2011

Employee Number	Employee Name	Job Title	2010		Date of Hire	Years of Service	Longevity Percentage	Longevity Based on 2010 Rates
			Hrly Rate	Annual Salary				
H2617	Hageistein	Truck Driver	19.45	40,456.00	09/10/98	13	6.00%	2,427.36
L2604	Legates	Truck Driver	19.45	40,456.00	04/21/86	26	7.50%	3,034.20
D2608	Drew	Heavy Equip Oper	26.49	55,099.20	07/21/86	26	7.50%	4,132.44
S2619	Saracino	Laborer	18.40	38,272.00	09/10/98	13	6.00%	2,296.32
M2609	Maurer	Mechanic	23.85	49,608.00	05/09/88	24	7.50%	3,720.60
F2635	Foy, Michael	Asst Hvy Eq Oper	19.99	41,579.20	12/15/05	6	5.00%	2,078.96
M2630	Mason, Christopher	Laborer	18.40	38,272.00	11/28/05	6	5.00%	1,913.60
C0612	Carr	DPW Secretary	15.15	35,651.20	06/04/93	19	6.50%	2,317.33
L1544	Latona	Tax Assessor Clerk	14.65	30,472.00	04/03/00	12	6.00%	1,828.32
M0304	Money	Purchase Order CIE	21.87	46,742.40	05/23/88	24	7.50%	3,505.68
S2640	Simmerman, Fred	Laborer	18.40	38,272.00	05/22/06	6	5.00%	1,913.60
S0325	Schlosser, Debra	Office Clerk	14.85	33,048.00	05/16/08	5	4.50%	1,487.16
C2645	Cunningham, Craig	Laborer	18.40	38,272.00	05/29/07	5	4.50%	1,722.24
H2650	Hunt, Joseph	Utilities Specialist	23.14	48,131.20	05/29/07	5	4.50%	2,165.90
<b>Totals</b>								<b>34,543.71</b>

INITIALS                       
 Date 7-25-12  
 Borough                      Date                     

EXHIBIT "C"

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s).

Name Christene Newcomb

Title Municipal Clerk