

Contract
AGREEMENT
BETWEEN
BOROUGH OF PAULSBORO
AND
AFSCME COUNCIL 71
LOCAL 3303C

2010-2013



TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
	PREAMBLE	3
I	RECOGNITION	4
II	CHECK-OFF	5
III	INSURANCE, HEALTH & WELFARE	7
IV	LONGEVITY	8
V	OVERTIME	9
VI	EQUAL TREATMENT	11
VII	WORK SCHEDULES	12
VIII	HOLIDAYS	13
IX	SEVERANCE PAY	14
X	STRIKES AND LOCKOUTS	15
XI	SAFETY, HEALTH & HUMAN RELATIONS	16
XII	LAY-OFF NOTICE	17
XIII	GRIEVANCE PROCEDURES	18
XIV	CLOTHING & SHOE ALLOWANCE	20
XV	SENIORITY	21
XVI	GENERAL PROVISIONS	22
XVII	RATE OF PAY & LEAVE WITHOUT	23
XVIII	PAY SICK LEAVE	26
XIX	VACATION ENTITLEMENT	27
XX	BEREAVEMENT LEAVE	29
XXI	MILITARY LEAVE	30
XXII	EDUCATION & TECHNICAL TRAINING	31
XXIII	RETIREMENT	32
XXIV	TERMINATION OF AGREEMENT	33



PREAMBLE

This agreement entered into this _____ day of _____, 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 procedures 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 interference with services (and represents the complete and final understanding on all bargainable issues between the Borough and the Union).

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of two parts, possibly initials or a name, written in a cursive or semi-cursive style.

**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.

Also recognized as part of the bargaining unit shall be such classifications as the parties may agree to include.

Bargaining Unit Titles:

Computer Records/Training Specialist	
Construction Office Secretary	
Construction Control Person	
Landlord Licensing Secretary	Utilityman 1st Grade
Senior Payroll Clerk	Utilityman 2nd Grade
Senior Computer Operator	Repairman 1st Grade
Clerk Typist	Repairman 2nd Grade
Police Secretary	Repairman 3rd Grade
Police Office Clerk	Water and Sewer Clerk
Garage Mechanic	Water /Sewer Search Clerk
Hwy Maintenance 1st Grade	Asst. W/S Superintendent
Hwy Maintenance 2nd Grade	
Hwy Maintenance 3rd Grade	

Any new titles created by the Borough will be reviewed with the Union to determine if the new title will be a bargaining unit title.

- B. Recognition hereunder shall not be interpreted as having the effect of or in any way abrogates 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.
- G. Employee representative will be permitted to attend monthly union meeting provided it does not incur any cost to the Borough and adequate manpower is available. The Borough will be provided 14 day notice of the date of such meetings and the employee representative attending said meeting.



H. Agency Shop. The Borough 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.

1. The deductions shall commence for each employee who elects not to become a member of the Union, thirty days after their date of hire. The Union shall inform the employer of the amount of the fair share assessment in the manner called for Dues deduction in section D. of this article.

2. 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 the members of the Union, but in no event shall the fee exceed eighty five percent (85%).

3. 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 the employees it represents advances in wages, hours of work and other conditions of employment which ordinarily cannot be secured through collective negotiations.

4. 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 to take any action other than to hold the fee in escrow pending resolution of the appeal.

5. The Union shall indemnify, defend and save the Employer 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 employer in reliance upon salary deduction authorization cards or 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.

A handwritten signature in black ink, appearing to be initials or a stylized name, located in the bottom right corner of the page.

ARTICLE III
INSURANCE, HEALTH & WELFARE

- A. The Borough shall continue to maintain and provide all insurance and agrees to defend and satisfy any judgment which may be rendered against any employee for any action out of employment with the Borough.
- B. Effective as soon as possible after the signing of this Agreement, all present employees enrolled in the "Traditional" plan shall be placed in a "PPO" plan.
- C. All employees currently enrolled in the "HMO" plan shall be allowed to switch to the "PPO" plan with the employee paying the difference in premium between the "PPO" and the "HMO".
- D. All employees eligible for medical benefits coverage and hired after December 18, 2007 shall be enrolled in the "HMO" plan.

Handwritten signature

**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 employee's actual anniversary date falls making him eligible for longevity upon completion of the fifth (5) year.

5 Years of Service	\$533.76
7 Years of Service	\$615.89
10 Years of Service	\$697.98
15 Years of Service	\$780.10
20 Years of Service	\$944.36

2. Upon separation from employment with the Borough of Paulsboro, the Longevity paid to an employee shall be prorated based upon the percentage of time employed since the receipt of the employee's last longevity payment from the previous year.



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 of the employee's 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.

An employee will be paid overtime for time worked during a holiday. This provision supersedes the requirements as stated in Article V, Section A1 and A2 for holidays only. Call backs on a holiday however will be compensated as stated in Article V, Section A3.

- B. Call out Procedure for Public Works - Employees that are sick, on workers compensation leave or are on vacation are not eligible for call outs or subject to forced overtime.

1. Streets and Highways The Borough will establish and maintain a call out list and an overtime force list consisting of the names of all members of the Highway Department. The call out list shall be based upon the employee's seniority with the senior most worker in the number one position and the balance of the employees listed in descending order. The Borough shall also establish and maintain an overtime force list also based upon the employee's seniority with the least senior worker in the number one position and the balance of the employees listed in ascending order.

Overtime shall be offered to the senior most employee on the list. He is entitled to refuse this opportunity which results in a check off of next to his name. The Borough will move to the next name on the list and continue to offer said work to all employees on the list until the manpower requirement is satisfied. The next overtime opportunity shall be offered to the employee next in order on the overtime call out list.

The force overtime list shall be used if upon making a complete rotation through the overtime callout list fails to supply the needed manpower, the

JB
mm

Borough shall utilize the force overtime list to obtain the required manpower.

2. Water and Sewer The Borough will establish and maintain a call out list and an overtime force list consisting of the names of all members of the Water and Sewer Department. The call out list shall be based upon the employee's seniority with the senior most worker in the number one position and the balance of the employees listed in descending order. The Borough shall also establish and maintain an overtime force list also based upon the employee's seniority with the least senior worker in the number one position and the balance of the employees listed in ascending order.

Overtime shall be offered to the senior most employee on the list. He is entitled to refuse this opportunity which results in a check off of next to his name. The Borough will move to the next name on the list and continue to offer said work to all employees on the list until the manpower requirement is satisfied. The next overtime opportunity shall be offered to the employee next in order on the overtime call out list.

If the manpower requirement is not satisfied by the use of this list, the Borough will utilize a Water call out list for Street and Highway employees. This list will be separate from the Call out list in section B.1. If this list does not supply the needed manpower, the Borough will then utilize the Water force call out list. Water employees that are on a scheduled day off can be forced.



**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.

*BBB
mmh*

**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 forty-eight (48) hours notice, except in case of emergency, to the affected employees, and without first having discussed the need for such changes with the Union. Emergencies would include but not be limited to snow storms and hurricanes

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

Police Clerical Staff

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

Clerical Staff

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

Breaks

15 minute break in A.M. / 15 minute break in P.M.



**ARTICLE VIII
HOLIDAYS**

A. The following days are recognized as paid holidays:

New Years Day	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

All existing employees employed at the execution of this agreement shall be entitled to four (4) personal days for personal business such as, but not limited to emergencies, religious holidays, and other items relating to that employee's personal affairs. All existing employees employed at the execution of this agreement will also be entitle to take one (1) additional personal day for their birthday.

Employees hired 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 items relating to that employees personal affairs. Two (2) of these days may be taken without the approval of the immediate supervisor but two (2) must be approved by the employees immediate supervisor at least 48 hours before the start of the requested day.

One (1) of the four (4) personal days may be taken in one-half (1/2) day increments.

All requests for personal days shall be submitted to the employee's supervisor.



**ARTICLE IX
SEVERANCE PAY**

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

JB
mm

**ARTICLE X
STRIKES AND LOCKOUTS**

- A. The Borough and the union agree that for the terms of this agreement that there shall be no strikes, slow downs, sick-outs or other similar consorted 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.

gbs
ml

ARTICLE XI
SAFETY, HEALTH AND HUMAN RELATIONS

- A. The Borough shall at all times maintain safe and healthful working conditions, and will provide employee's with any wearing apparel, tools or devices that may be reasonably necessary to ensure their safety and health.
- B. The Borough of Paulsboro shall maintain all of the PEOSHA Standards.
- C. Employees in the Public Works Department shall be entitled to receive hepatitis, bee sting, poison ivy, and Lyme disease shots when requested by the employee. Request for shots shall be in writing to the Borough Administrator and shall be administered by the Borough Physician.
- D. The Borough will make direct deposit service available to employees.
- E. The Borough will work toward making available to its employees a deferred compensation plan during the span of this contract.

JS
mf

**ARTICLE XII
LAY-OFF NOTICE**

1. Employees to be laid off will have at least thirty (30) calendar days notice of layoff, or be paid in lieu of time.
2. Employees resigning from position must give thirty (30) days notice or forfeit all benefits.

mmk

**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 an 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 still remains unadjusted it shall be presented by the Union Steward to Borough Administrator in writing within Five (5) working days. The Borough Administrator shall meet with the Union Steward, and respond in writing within Five (5) working days.

STEP 3. If the grievance still remains unsettled, it shall be presented by the Union Steward to the appropriate Council Committee Chairman within Five (5) working days after the response is due. The Committee Chairman shall meet with the Union Steward and respond in writing to the Union Steward within five (5) 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 Five (5) working days after the response is due. The Borough shall meet with the Union Steward, and respond in writing to the Union Steward within Twenty (20) working days.

STEP 5. If the grievance remains unsettled the Representative may within Twenty (20) working days after reply from the Borough is due, by written notice, proceed to arbitration. 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. The Public Relations Commission shall be requested by either or both sides to provide a panel of arbitrators from which the parties will choose. The Arbitrator assigned by PERC shall restrict his inquiry to the standards established by the agreement only and his decision shall be

JS
ml

final and binding. The Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

1. 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. 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 the Borough Administrator.

Handwritten signature and initials in the bottom right corner of the page.

**ARTICLE XIV
CLOTHING ALLOWANCE**

- A. All employees, excluding clerical workers, covered by this agreement shall receive an annual clothing allowance of \$48.00 per employee to be paid on the 1st pay date in December an annual shoe allowance of \$250.00 shall be paid to all non clerical workers upon the presentation of a receipt for the purchase of the shoes. The reimbursement shall not exceed the annual allowance. The shoes must be a safety shoe in the size of said employee. 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 5 changes per week plus a 3/4 length coat with zip out lining. The Borough agrees to purchase or replace a heavy weight winter coat if necessary upon inspection and approval by the Borough Administrator. The Borough agrees to purchase 5 tee shirts, two regular sweat shirts, and one hooded sweat shirt annually. The Borough also agrees to purchase a back support for the employees of the Water & Sewer and Street & Highway Departments covered by this contract. The Borough agrees to purchase one (1) set of thermal lined coveralls for employees in the Water & Sewer and Street & Highway Departments covered by this contract.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several overlapping loops and lines, possibly representing the initials of the signatory.

**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.

A handwritten signature in the bottom right corner of the page, consisting of stylized initials and a surname.

**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 not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, and a precise agenda shall be established.

JB
mm

**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
 - 1. Percentage increases
 - 2010- 1.50% Rate of increase on all positions
 - 2011- 2.00% Rate of increase on all positions
 - 2012- 1.75% Rate of increase on all positions
 - 2013- 1.50% 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.
- E. Public Work employees who possess CDL licenses as mandated by the Borough of Paulsboro shall be reimbursed upon the license renewal for the difference in cost between the CDL license and that of a standard NJ drivers license.
- F. 6 month evaluation for public works employees on prescribed form as agreed with the addition of provision to record safety performance.
- G. Highway Promotion Criteria- The year end performance evaluation as referenced in section F shall also serve as a promotional review.
- H. Water and Sewer Promotion Criteria
 - 1. Employees hired into this department shall work in the classification of Repairman 3rd Grade and be required to attend course work entitled Introduction to water and wastewater as approved by the NJDEP. Upon the completion of this coursework and the obtaining of NJDEP licenses W1, T1, and C1, the employee shall be promoted to the position of Repairman 2nd Grade.



2. Upon the completion of course work entitled "Advanced Water" as approved by the NJDEP and the obtaining of NJDEP licenses W2, T2, and C2, the employee shall be promoted to the position of Repairman 1st Grade. An employee may suggest that an alternate program of study be considered for promotion from 2nd Grade to 1st Grade. This alternative program must have prior approval by the Water and Sewer Committee. The submission of the alternate plan does not guarantee approval by the Borough.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several overlapping loops and lines, possibly representing the initials of the signatory.

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.

*mmh
JB*

ARTICLE XVIII
SICK LEAVE

- A. Sick leave for purposes 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, grandmother and grandfather and grandparents in law.
- C. A Physician's 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 physician's certificate. However, the sixth (6) day and each single sick day thereafter shall require a physician's certificate.
- E. Employees employed as of December 18, 2007 will be granted fifteen (15) days of sick leave per year. Employees hired after December 18, 2007 will be granted ten (10) 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 32% 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.

- A1. Employees employed as of December 18, 2007 shall be entitled to the following vacation:

Up to one (1) year service	1 week
Over one (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 and over	6 weeks

- A2. Employees hired after December 18, 2007 shall be entitled to the following vacation:

Up to one (1) year service	1 week
Over one (1) year to five (5) years	2 weeks
Over six (6) years to twelve (12) years	3 weeks
Over thirteen (13) years	4 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 employee's vacation.

- D. At the beginning of each calendar year, the Borough of Paulsboro provides the employee, up front, an entire year of vacation time based upon the vacation entitlement set out in Article XIX, Section A. Upon an employee's separation from the Borough of Paulsboro, before the end of a calendar year, the Borough will calculate the actual vacation time that the employee is entitled to base upon the amount of days actually employed with the Borough. That formula will then represent the employees true vacation day entitlement for the calendar year. If the employee has not taken the actual total vacation day entitlement, upon separation, the employee will be compensated for the balance of vacation days the employee is entitled to based upon the proration of days worked. Conversely, if the amount of vacation actually taken during the year exceeds the entitlement based upon the proration of the year, the employee will be responsible to reimburse the employer for time taken which they were not entitled to. This adjustment will be taken out of other separation payment.

An employee who retires after 25 years of service with the Borough of Paulsboro will not be subject to the proration of vacation time during the last 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.

A handwritten signature in the bottom right corner of the page, consisting of several stylized, overlapping letters.

**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.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several overlapping loops and lines.

**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 totaled with his military pay will equal his regular pay for such period of time as employee served on military leave.

mm
JH

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.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several overlapping loops and lines, possibly representing the initials 'MM' or 'JS'.

**ARTICLE XXIV
RETIREMENT**

Employees retiring on either regular or disability pension shall be paid for Vacation and Longevity based upon the provisions of Article IV, Section 2, Longevity and Article XIX, Section D. Vacation Entitlement; 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.



**ARTICLE XXV
TERMINATION OF AGREEMENT**

1. This contract shall cover the period from January 1, 2010 to December 31, 2013, provided however, that in the event a new agreement shall not have been negotiated effective as of January 1, 2014, 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 hereto executed this Agreement this 23rd day of July, 2012.

ATTEST:


BOROUGH OF PAULSBORO

By:


John S. Salvatore
Borough Administrator


W. Jeffery Hamilton
Mayor

COUNCIL 71 AND LOCAL 3303-C


Michael Reed
President of Local 3303-C

 9/24/12
Mattie Harrell
International V. P.
Executive Director, Council 71


Committee Member

**ARTICLE XXV
TERMINATION OF AGREEMENT**

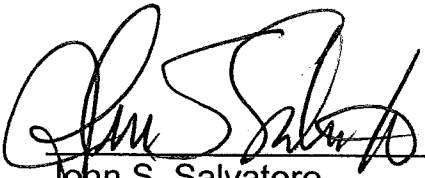
1. This contract shall cover the period from January 1, 2010 to December 31, 2013, provided however, that in the event a new agreement shall not have been negotiated effective as of January 1, 2014, this contract shall continue to bind the parties until such time as new contract is signed

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 hereto executed this Agreement this 23rd day of July, 2012.

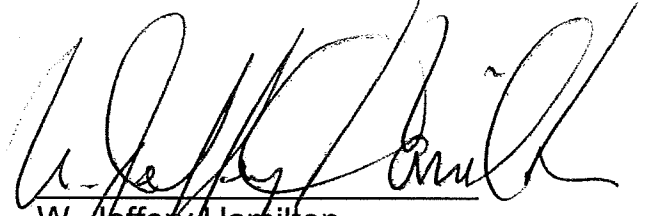
ATTEST:



John S. Salvatore
Borough Administrator

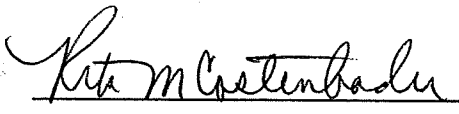
By:

BOROUGH OF PAULSBORO

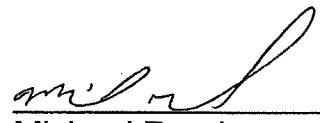


W. Jeffrey Hamilton
Mayor

COUNCIL 71 AND LOCAL 3103-C



Rita M. Costenbader
Committee Member



Michael Reed
President of Local 3103-C

**ARTICLE XXV
TERMINATION OF AGREEMENT**

1. This contract shall cover the period from January 1, 2010 to December 31, 2013, provided however, that in the event a new agreement shall not have been negotiated effective as of January 1, 2014, 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 hereto executed this Agreement this 23rd day of July, 2012.

ATTEST:

BOROUGH OF PAULSBORO

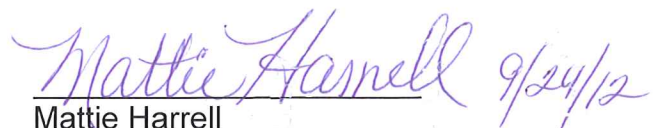
By:


John S. Salvatore
Borough Administrator


W. Jeffery Hamilton
Mayor

COUNCIL 71 AND LOCAL 3303-C


Michael Reed
President of Local 3303-C


Mattie Harrell
International V. P.
Executive Director, Council 71


Committee Member