

Contract
AGREEMENT
BETWEEN
CLEMENTON TOWNSHIP
AND
AFSCME COUNCIL 71
LOCAL 3303G
JANUARY 1, 2011
THROUGH
DECEMBER 31, 2013



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PREAMBLE

This Agreement, effective January 1, 2011, is entered in between the BOROUGH OF CLEMENTON (Hereinafter referred to as Employer) and Local 3303G, an affiliate District Council 71 of the American Federation of State, County and Municipal Employees, AFL-CIO, (Hereinafter referred to as Union)

ARTICLE I – UNION RECOGNITION

The Borough of Clementon hereby recognizes Local 3303G of District Council 71 as the sole and exclusive bargaining representative for the employees in the job classifications set forth at Schedule a of Article XVII.

ARTICLE II – MANAGEMENT RIGHTS

The management of the Borough, including the direction of the working force and the right to plan, direct and control operation and use of its facilities, equipment and other property, is the exclusive right and duty of the Employer.

The Employer has the sole right to hire, layoff, transfer and promote employees and for the proper cause to demote, suspend, or discharge employees; the employer has the exclusive right to control volume of production, scheduling of operation, the right to determine the size and composition of the working force, the right to study and/or introduce new or improved methods of facilities, the right to determine what work will be performed by outside contractors, and the right to establish and maintain reasonable rules and regulations governing the operation of the Borough, a violation of which shall be among the cause for disciplinary action. These rights shall be exercised with due regard for legal rights of the employees, and further the Employer shall not exercise these rights in violation of the specific provisions of the Agreement. Reasonable use of the rights herein set forth respecting demotion and promulgation of rule shall be subject to grievances and arbitration procedure.

ARTICLE III – CONTRACT PERIOD

This Agreement shall be effective January 1, 2011 and shall remain in full force and effect until December 31, 2013. Negotiation of a successor contract shall on commence on or about October 30, 2013, upon written notice by one party or the other at least ninety (90) days prior to the expiration date of the Agreement. In the absence of such notification, this Agreement shall continue for an additional term of one (1) year and the parties will be bound by the same terms and conditions thereof.

ARTICLE IV – HOURS OF WORK

The normal workweek shall consist of five consecutive days from Monday to Friday, inclusive. The normal workday shall be eight (8) consecutive hours, excluding lunch for each 24-hour period. The normal workweek shall consist of forty (40) hours.

The Employer shall establish the workweek for all part-time employees at the time of hire.

The employer and the Union acknowledges and accepts the current work schedule and any future schedule changes, would be subject to reasonable notice to the effected employee(s) and having discussed such change ant the need for same with the Union.

ARTICLE V – DUES DEDUCTIONS / AGENCY SHOP

Dues Deductions:

The Employer agrees to deduct weekly Union dues from the pay of employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the township by the treasurer of the Union and remitted to the office of Council 71 together with a list of names of all employee's for whom the deductions were made by the tenth day of the succeeding month after such deductions were made.

It is understood and agreed that the Union may increase the union dues. In the event that such a change is made, the Union will notify the Employer, in writing, when there has been such a change. Thereafter, the dues will be deducted as in accordance with this article so long as the appropriate executed authorization to deduct the newly established dues.

Agency Shop:

- A. 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.
- B. The deductions shall commence for each employee who elects not to become a member of the Union, thirty (30) days after hire or ten (10) days after the signing of this Agreement.
- C. The union shall inform the Employer of amount of the fair share fee in the same manner as it informs it of the amount of dues.

The fair share fee for services rendered by the Union shall be in the 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 fees exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

ARTICLE VI – STRIKE BAN

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there shall not be and that the Union, its officers, member, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations, mass absenteeism (i.e., sick-out) or the suspension of or interfering with the normal work performance of the Borough of Clementon Employees.

ARTICLE VII – GRIEVANCE AND DISCIPLINE PROCEDURES

Section A: Grievance:

It is the intent of the parties to this Agreement that the grievance procedures set forth below shall serve as a means, at the lowest possible level, to reach an equitable solution for the subject matter of the grievance.

The term "Grievance" as used herein means a complaint by an employee that, as to him or her, there has been an inequitable, improper or unjust application, interruption, or violation of this agreement.

It is further understood that suspension, demotion and discharge shall be made in accordance with the Borough of Clementon Ordinances, State Statues and Civil Service Regulations. In the event such actions are sustained, the aggrieved individual shall possess all rights of appeal of an individual pursuant to Civil Service, as provided by law. Disciplinary actions of five (5) days or less shall be subject to grievance procedure.

Procedure:

STEP 1: As to the grievance, the aggrieved employee shall present the grievance, orally or in writing, to his immediate supervisor. The grievance must be presented within five (5) working days of its occurrence or knowledge of its occurrence. The superior will give his answer, verbally or in writing, within three (3) working days of the date of the presentation of the grievance.

STEP 2: IF the grievance is not settled in Step 1, it shall be reduced to writing and presented through the chain of command, to the level that would have control over the aggrieved matter.

The grievance shall be prepared in detail and dated. Said responsible level will reply in writing within five (5) working days of the date of the presentation of the written grievance. Authorized union personnel may be represent the aggrieved employee in presenting his/her grievance.

STEP 3: If the grievance is not settled in Step 2, the written grievance shall be presented to the Borough of Clementon Council within five (5) working days after the response is given. The Borough Council, after grievance hearing at which time the employee shall have the right to have his representative present, will reply to the grievance in writing. (Saturdays, Sundays and Holidays excluded).

STEP 4: If the aggrieved party is not satisfied with the decision, the union submits the matter to binding arbitration. (PERC)

Section B: Discipline

All disciplinary actions (i.e. oral reprimands, written reprimands, suspensions, or discharge) shall be for just cause. To ensure that employees are informed when infractions or shortcomings are noted, a progressive disciplinary procedure will ordinarily be utilized. Except in extreme cases of misconduct, discipline shall be intended as corrective and shall be progressive in nature. In certain severe instances, it may be necessary to bypass one or more of the preliminary steps in order to impose suspension or dismissal of an employee.

Procedure: The following disciplinary procedures will apply except in such cases where other actions are warranted:

Step 1: Personal interview (oral reprimand). The immediate supervisor will have a personal interview with the employee. The Supervisor will call to the employees' attention specific acts of unsatisfactory conduct or performance of duty. During this meeting, if necessary, a plan will be developed to improve the performance or conduct of the employee. The supervisor will prepare a report for inclusion in the employee's personnel file.

Step 2: Written reprimand. If an employee fails to improve following a personal interview, the immediate supervisor outlining in detail the unsatisfactory conduct or performance of duty will prepare a written reprimand. If the supervisor feels it appropriate, he/she may also outline possible recommendations for correcting the unsatisfactory conduct or performance of duty. The original copy of the reprimand will be furnished to the employee and a copy signed by him or her. Acknowledged receipt of the copy will be sent to the Administrator or Borough Council for inclusion of the employee's personnel file. Their signature does not show agreement of the reprimand, only that the employee received it.

Step 3: Suspension without pay. In the event that the employee fails to improve after both a personal interview and written reprimand, the immediate supervisor will bring the details to the attention of the Borough Administrator or Borough Council. If it appears that a suspension is necessary, and upon approval of the borough council, the Borough Council will issue a suspension notice to the employee. The notice shall be on the appropriate Department of Personnel Form and shall specify the reason for suspension and the length of time the employee will be suspended.

Step 4: Discharge. In the event that unsatisfactory conduct or performance persists, dismissal may be warranted. Under those circumstances, a dismissal notice will be issued in accordance with the rules and regulations of the Department of Personnel.

Grounds for disciplinary action: Many types of conduct may be grounds for disciplinary action, including dismissal. These include but are not limited to the following:

- Incompetence, inefficiency or failure to perform duties
- Insubordination
- Inability to perform duties
- Chronic or excessive absenteeism or lateness
- Possession of drugs or alcohol during work hours
- Under the influence of drugs or alcohol during work hours
- Theft

Any employee, who reasonably believes that he or she may be subject to disciplinary action in connection with any questioning by employer, shall be entitled to have a Union representative present during questioning. This shall not apply to interviews that are intended only to provide counseling, information, or instruction.

The employer shall upon imposing discipline on an employee, provide the employee with written charges and specifications. A copy of all notices of disciplinary actions shall be provided to the local union representative and sent to the District Council representative. Nothing shall prohibit the Union from investigating any discipline brought by the employer.

All copies of and reference to any disciplinary action imposed on an employee shall be removed from the employees personnel record if during a three (3) year period following such action having been taken there is no accrual of a like discipline upheld against the employee.

ARTICLE VIII – OVERTIME

After completion of a forty (40) hour weekly pay period, as set forth in Article IV of this contract, and the employee is directed by his/her supervisor or designee to work additional time, the employee shall be paid one and one-half times his/her hourly rate of pay for all hours worked beyond the forty (40) hour schedule, as set forth in Article IV of this contract. A "Good Faith" effort shall be made by the Supervisor or his/her designee to equally distribute the over time assignments within the same classification. All earned overtime pay shall be paid in the next succeeding pay period.

When approved by the head of the department, employees may elect to use compensatory time in lieu of cash payment for overtime. This option must be exercised within twenty-four (24) hours of overtime worked.

Employees on a daily or seasonal basis are not eligible to receive overtime payments.

Weekends:

in the event that an employee is required to work on Saturday or Sunday, other than the regular scheduled employees assigned continuous operations, he/she will be paid at the rate of one and one-half times.

Holidays:

Those employees, whose regularly scheduled shift of duty requires them to work on a holiday, shall receive time and one-half pay for the hours worked on a Holiday in addition to the basic holiday pay.

ARTICLE IX – RATES OF PAY

The pay for all employees covered by this Agreement shall be set forth in Schedule A attached. The scale as set forth in the appropriate schedule shall govern new or additional employees hired during the term of this contract. Employees that are required to have their Commercial Drivers License, Clementon will reimburse all fees pertaining to obtaining and renewal.

When an employee is promoted or reclassified (so as to assume additional duties or responsibilities, or in recognition of the performance of duties beyond those required by his old title) from one class of title to another having a higher salary, employee's rate shall be adjusted to receive the lowest rate of any employee holding that title to which the promoted or reclassified employee is raised. In no event shall such employee's salary be less than that which he received in his prior title.

An employee who is required to work in a higher paid classification than his own shall be certified for such work after he has performed said work for two (2) consecutive weeks, spending at least 50% of his time on the higher paid job. An employee undergoing on the job training will be paid at the rate of his own classification.

ARTICLE X – INSURANCE

The Employer agrees to provide medical coverage for the eligible employees that are identified in ARTICLE XVIII - SALARIES, Schedule "A", and their immediate families. All members shall contribute to the cost of medical benefits as mandated by P.L. 2011, c78. The coverage shall consist of the New Jersey State Health Benefits Plan. This Plan allows for certain choices to be made by the employees and it is contemplated that those choices will be made directly with the Administrators of the New Jersey State Health Benefits Plan. The insurance will be effective when the employee is accepted by the carrier's enrollment periods.

In addition all permanent full-time employees and their immediate families will be enrolled in the New Jersey State Health Benefits "Prescription Program" paid by the Borough of Clementon. The employee shall be responsible for whatever co-payment is required by the New Jersey State Health Benefits Plan during the term of this contract. The employer shall have the right to change carriers provided the coverage is equal or better to the present coverage.

When an employee or his spouse reaches the age of 65 and has a hospital plan supplemented by Medicare, the employer will reimburse the employee for the premium cost of the Medicare Plan.

The employees covered by this Agreement shall be provided with Group Life Insurance in the amount of Twenty Thousand Dollars (\$20,000.00), of which the cost of the premiums shall be borne by Clementon. It is understood that the employee, as a member of the retirement system of the State of New Jersey, may be entitled to group life insurance as provided under separate laws. In the event that Clementon decides to change insurance companies providing the above stated coverage, there shall be no detriment to the covered employee.

Upon retirement the employer shall continue to pay for Life Insurance coverage that the employee had prior to retirement.

Any employee who has twenty five (25) consecutive years of service with the "Borough of Clementon" or the past "Clementon Sewage Authority" and retires in good standing, and after January 1, 2003, and will remain in effect until the duration of this contract, and upon eligibility with the "Public Employee Retirement System" (i.e. age, years of service), shall continue to receive full medical coverage including a prescription plan payable by the Borough of Clementon for the employee, spouse and children up to the age of eligibility according to the insurance carrier insured with on the day of the employee's retirement.

A. If during the course of the retirement the employee becomes deceased and the employee's spouse should remarry the coverage for the spouse would be null and void.

B. If during the course of the retirement the employee should receive medical coverage either through the employment of the employee or the employee's spouse the Borough's medical coverage would no longer be in effect.

The employee, at their discretion, may chose to give up their health insurance plan, prescription plan, dental plan or all three and be compensated in cash as a monthly basis by the employer at 50% of the employer's cost of said plans, subject to the rules and regulations of the New Jersey State Health Benefits Program.

The employee, after choosing to opt out of his/her health insurance benefits, for whatever reason, may opt back into all benefits, which had previously at the Borough's expense, at the very next open enrollment period, or at any time in the event of a change in family status.

A \$150.00 reimbursement will be made to each employee per year for eye care, with carry over, totaling \$450.00 for the period between 2011 – 2013.

ARTICLE XI – SICK LEAVE

A. The current sick leave policy shall be continued during the life of this Agreement as follows:

1. During the remainder of the calendar year which an employee first acquires permanent status, the employee will accumulate sick leave privileges as earned on the basis of one day per month of service.
2. Permanent full time employees starting with the second year of permanency shall be entitled to fifteen (15) days of sick leave each calendar year on a cumulative basis.

B. Notice of sick leave for absences of long duration must be presented by the employee in writing to the head of the department, this notice must be accompanied by a written and signed statement from a physician prescribing the sick leave and giving the reasons therefore.

C. In all cases of illness, whether of short or long term the employee is required to notify his supervisor as soon as possible, of the need to use the sick leave. Failure to comply with this notification procedure may cause for denial of the utilization of sick leave for that absence, and may constitute cause for disciplinary action. Absence without notice for five (5) consecutive days shall constitute as resignation.

D. Failure to report absences on that part of any employee may be cause for disciplinary action. A physician's certificate must be submitted for three (3) or more consecutive sick leave days. This certificate must substantiate the illness and the required sick leave time. In addition to the required physician's certificate, Clementon may require that an employee show proof of his or her illness so as to prevent the abuse of sick leave. It is understood that abusing sick leave privilege for cause other than sick or as outlined above, may precipitate disciplinary action.

E. Sick leave may be utilized when the employee is unable to perform his or her normal duties because of personal illness, accident or exposure to a contagious disease. Sick leave may be utilized for the attendance upon a member of the employee's immediate family, who may be seriously ill. Immediate family is defined to include mother, father, father or mother of spouse, spouse, and child or foster child, sister, brother or blood relative of wife or husband residing on a full time basis in the employee's household. (In accordance with FMLA)

F. Part time employees: permanent part time employees shall receive sick time as called for in Section A above on a prorated basis, based on their hours of work.

G. Clementon may require an employee who has utilized sick leave or has been absent because of personal illness, as a condition of his return to work, to be examined at the expense of Clementon by a designated physician. Such examination shall be to determine whether or not the employee is capable of performing his or her normal duties, and, that the return to work will not jeopardize the health of others.

H. Upon retirement, if an employee has accumulated earned sick leave, he shall be entitled to be compensated for up to 50% of such unused and accumulated sick leave. This clause can be utilized only in accordance with the "Public Employee Retirement Plan" established in accordance with the Laws of the State of New Jersey. If no such law or authorization exists, this clause shall be invalid. A covered employee is hereby given the option to receive his percentage on this same basis as regular salary so that pension deductions will be made, or the employee may elect to take the accumulated percentage in a lump sum. This option must be exercised in writing filed with the Borough Clerk of Clementon within five working days after application for retirement has been filed with the appropriate retirement system. If the option is not exercised in accordance with the provision of this Agreement, Clementon may elect to utilize whichever plan is expeditious and advantageous to Clementon.

If an employee leaves his or her Clementon employment in good standing, for reasons other than retirement, after ten (1) continuous years, he or she shall be entitled to receive payment, in lump sum, equivalent to twenty-five percent (25%) of the unused and accumulative sick leave.

I. Clementon Borough agrees that an employee is eligible to sell back a portion of the "first unused", fifteen (15) sick days earned in a contract year. The portion of unused sick days will be sold back at a straight time rate. As follows:

2011 – First 10 Days

2012 - First 10 Days

2013-First 10 Days

ARTICLE XII – LEAVE OF ABSENCE

Leaves of Absence for permanent employees shall be granted as provided in Civil Service Statues, Rules and Regulations except as otherwise set forth herein.

Military Leave of Absence:

A permanent employee who enters upon active duty with military or naval service in time of war or emergency shall be granted a leave of absence without pay for a period of such service and three months thereafter, and as further prescribed in Rule 4:1-17.3 of Civil Service Rules and Regulations.

Emergency and Special Leave:

Employees shall be given time off without loss of pay when:

Performing Jury Duty

1. In State Court, the employee shall serve without loss of pay and is allowed to retain any stipend for service.
2. In Federal Court, the employee shall receive full pay plus a maximum stipend of \$5.00 paid by the Federal Courts. All money received by the employee in excess of \$5.00 paid by the Federal Courts in service as a Federal Juror shall be returned to the Borough of Clementon.

Performing emergency civilian duty:

1. In relation to National Defense of other emergency, when so ordered by the Governor or President.

State and National Conventions:

Any employee who is duly authorized representative of the organizations listed in N.J.S.A. 38:23-2 and any amendment thereof shall be granted leave of absence with pay for the purpose of traveling to and from and attending any state or national convention of said organization, not to exceed five (5) days in any calendar year. As soon as the employee is made aware of the date of the convention, he must notify the employer forthwith. This sentence is necessitated so that the employer may make arrangements for appropriate work coverage.

Employees returning from authorized leave of absence as set forth herein will be restored to their original classifications at the then appropriate rate of pay, with no loss of seniority or other employee rights, privileges or benefits.

Funeral Leave:

Funeral leave of absence shall be granted to each employee where there is a death in the employee's immediate family. Immediate family is defined to include, father, mother, father or mother of spouse, spouse, child or foster child, sister, brother or blood relative of wife or husband residing on a full time basis in the employee's household.

An employee shall be entitled to a leave of absence (funeral leave) with pay not to exceed five (5) working days.

An employee shall be entitled to a leave of absence (funeral leave) upon death of employee's grandparents or grandparents of souse with pay not to exceed three (3) working days.

Maternity Leave:

Request for Maternity Leave shall be made in writing no later than the third month.

Except for reasons of health or inability to perform her job, the employee in question shall be permitted to work provided the attending physician approves and so advises in writing.

Such employee shall use all earned and accumulated sick leave during the time prior to the expected date of confinement and for one month period shall be granted upon presentation of a doctor's certificate setting forth the necessity before.

Any employee shall be eligible for maternity leave in accordance with State and Federal Laws.

Personal Days:

Permanent fulltime employees shall receive five (5) eight (8) hour personal days in each year of this Agreement to be used at their discretion. Each personal say may be taken as two half days and must be taken by December 31st of the same calendar year or will be forfeited. Except for an emergency, an employee must request personal time 24 hours in advance of proposed time off. Unless this notice requirement in met, the personal day may not be used or granted.

Educational Leave:

The employer may grant an employee educational leave. The purpose of such leave is to permit an employee to pursue special work related training to his/her position(s) within the Borough, which will improve his/her competence and capacity in the service. Such training must be of direct value to the Employer and limited to providing knowledge or skills, which cannot be provided through in service training. Cost of such training must be borne by the employer. The employer will also pay the employee his/her regular salary during such leave if training occurs during working hours. The granting of such leave is solely within the discretion of the employer.

ARTICLE XIII – WORKER’S COMPENSATION

In the event that an employee is disabled by injury or illness which was incurred in the performance of duty or arising out of employment, he/she shall be entitled to a leave of absence that will not be charged against sick leave. This is conditioned upon the determination that the disability or illness was a direct result of or arose out of the employment as certified by a physician’s report verifying the original and continuing disability of the employee. The Borough may request such certifications, from time to time, during the course of the alleged disability or illness. The Borough may also require an independent medical examination to verify the disability, at the Borough’s expense.

Employees may, in accordance with state statute and Borough ordinance, continue to be paid during such absence for a period of up to one (1) year by reason of injury incurred in the line of duty. Any amount of salary or wages paid or payable to an employee pursuant to this provision shall be reduced by the amount of any Worker’s Compensation Benefits or award made for temporary disability benefits.

ARTICLE XIV – SENIORITY

Seniority is defined as an employee's total length or service with the employer, beginning with his original date hire.

An employee having broken service with the employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when he was not employed by the employer.

If a question arises concerning two or more employees who were hired on the same date, the following shall apply: If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the employer's payroll record, first name, first preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name.

The employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the representative upon request.

All job vacancies: promotions and/or transfers immediately be posted by the Borough on the Employee's bulletin board for a period of fourteen (14) consecutive calendar days. The positions shall be awarded and become effective at the discretion of the borough. Any employee wishing to bind for the opening or position shall do so in writing be notifying the personnel officer.

The chosen employee shall have thirty (30) day qualification period. If at the end of the qualifying period the employee is not qualified: The employee shall have no further entitlement to the position. Any employee so disqualified or who voluntarily give up the promotion or transfer shall be allowed to resume his/her former position without penalty.

In the event the employer does not obtain sufficient or qualified employees to fill the openings or vacancies, then they may fill such positions from other services.

Except where New Jersey civil Service Status requires other wise, in case of promotions, demotions, layoffs, recalls, vacation schedules and other situations where substantial employee advantages or disadvantages are concerned, an employee with the greatest amount of seniority shall be given preference, provided he has the ability to perform the work involved.

ARTICVLE XV – HOLIDAYS

The following National Holidays are recognized as paid holidays when celebrated as holidays:

January: New Year's Day; Martin Luther King Day
February: President's Day
March/April: Good Friday
May: Memorial Day
July: Fourth of July
September: Labor Day
October: Columbus Day
November: Veteran's Day, Thanksgiving Day; Friday
after Thanksgiving
December: Christmas Day

Holidays which fall within an employee's vacation period shall be celebrated at the employee's option, either immediately before or immediately following his vacation period.

It is understood that there should be only one (1) day of celebration in the event the holidays are celebrated on a date other than the actual day of said holiday, and no additional day shall be received because of the adjustment on the day of celebration.

Holidays which fall on Saturday shall be celebrated the proceeding Friday. Holidays which fall on Sunday shall be celebrated on the following Monday.

When the Borough of Clementon declares a formal action, a day off for all borough employees, those who are required to work on such a day off shall be given a compensatory day at a later date. This provision has no applicability when holidays are declared or granted pursuant to a contract with other representative associations or unions.

ARTICLE XVI – VACATIONS

Permanent employees shall be granted vacation leave as follows:

- 1st full year of service: one day per month of employment and may be taken after it has been earned.
- 2-5 years of service: 12 days per year
- 6-10 years of service: 15 days per year
- 11-20 years of service: 20 days per year
- 21st year and thereafter years of service: 25 days per year

Vacation time for all employees shall be scheduled and taken within the calendar year it is earned. The vacation scheduled shall be promulgated by the Department Head. Requests for specific vacation times and periods of five (5) or more days shall be made to the Department Head by May 15th of each year so that schedules can be made without undue burdens and hardships. It is understood that the vacation scheduling must be established so that it does not seriously impair the functioning of the department.

Though vacations must be taken within the calendar year, as foresaid, up to one year of vacation days may accumulate in the following year and no further. The request of accumulation of vacation time must be submitted to the Department Head prior to the termination of the calendar year in which these vacation days are earned. In the event that there is a conflict within the regulations of the Department of Civil Service, it is understood that the Civil Service regulations shall govern.

After completion of one full year of employment, vacation time will then be credited on January 1st of each succeeding year in anticipation of full employment for the calendar year. On the other hand, if employment ceases during that year, prior to the actual earning of vacation time, and said employee has already taken the time contemplated by this Article, he or she will pay back the Borough of Clementon, upon termination of employment, that amount of pay allotted to the vacation time which was improperly anticipated. In the event an employee leaves employment during the calendar and he/she has used all vacation time for the year, the employer shall be compensated for vacation used but not earned from any salary earned but not paid by the employee.

Employees who have not yet reached permanent status, such as temporaries or permanent part-time employees shall receive vacation time on a prorated base. Based on their hours of work, and it may be taken after it is earned.

If an employee dies while having unused vacation time, a sum of money equal to the amount of vacation days based upon the compensation of such employee, shall be calculated and paid to the estate of said employee.

ARTICLE XVII - SAFETY AND HEALTH

The employer will, at all time, maintain safe and healthful working conditions, and will provide employees with any working apparel, tools or devices reasonably necessary in order to insure their safety and health.

The employer and the representative shall designate a safety committee member for each unit of representation. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically, as necessary, to review the conditions in general to make recommendations to either or both parties, when applicable.

In case of emergency affecting employees covered by this Agreement, declared by local Emergency Management/Mayor, it shall be the employer's duty to notify all department heads as soon as possible with respect to an appropriate course of action.

Public works employees shall be responsible for the purchase and maintenance of their uniforms and shall be paid a clothing allowance to purchase, maintain and repair uniforms and boots. New employees, for any start year, shall receive \$300.00 in the first 90 days of employment and the remaining balance of \$450.00 upon completion of probationary period. Full and part-time Public Works employees shall be eligible to receive the clothing allowance. Public Works Employees shall be paid the clothing allowance in the first pay period of January of each calendar year as follows:

2011- \$500.00

2012 - \$500.00

2013 - \$500.00

ARTICLE XVIII – SALARIES

In view of the fact that this is a three-year contract, the hourly rates are set forth in the following schedule. The hourly rates are identified for years 2011, 2012 and 2013.

Schedule A (Full time employees – 40 hours)

| TITLES | HOURLY | 2011 | 2012 | 2013 |
|---------------------------------------|--------|-------|----------------------|-------|
| SUPERVISOR OF PUBLIC WORKS | 25.30 | 25.81 | 26.32 | 26.85 |
| SEWER SUPERINTENDENT | 25.55 | 26.06 | 26.58 | 27.11 |
| PUBLIC WORKS MECHANIC/REPAIRER | 25.99 | 26.51 | 27.04 | 27.58 |
| SENIOR PUBLIC WORKS REAPIRER | 24.99 | 25.49 | 26.00 | 26.52 |
| WATER REPAIRER | 23.15 | 23.61 | 24.09 | 24.57 |
| ROAD REPAIRER | 23.15 | 23.61 | 24.09 | 24.57 |
| SUPERVISING PUBLIC WORKS INSPECTOR | 23.82 | 24.30 | 24.78 | 25.28 |
| PUBLIC WORK REPAIRER - PHASE 5 | 23.53 | 24.00 | 24.48 | 24.97 |
| PUBLIC WORK REPAIRER - PHASE 4 | 22.36 | 22.81 | 23.26 | 23.73 |
| PUBLIC WORK REPAIRER - PHASE 3 | 21.18 | 21.60 | 22.04 | 22.48 |
| PUBLIC WORK REPAIRER - PHASE 2 | 19.41 | 19.80 | 20.19 | 20.60 |
| PUBLIC WORK REPAIRER - PHASE 1 | 18.24 | 18.60 | 18.98 | 19.36 |
| PUBLIC WORKS REPAIRER | 17.29 | 17.64 | 17.99 | 18.35 |
| PUBLIC WORKS LABORER | 16.71 | 17.04 | 17.39 | 17.73 |
| PUBIC WORKS LABORER - STEP 3 (3 YRS.) | 14.13 | 14.41 | 14.70 | 14.99 |
| PUBIC WORKS LABORER - STEP 2 (2 YRS.) | 12.95 | 13.21 | 13.47 | 13.74 |
| PUBIC WORKS LABORER - STEP (1 YR.) | 11.77 | 12.01 | 12.25 | 12.49 |
| DATA ENTRY CLERK | 23.60 | 24.07 | 24.55 | 25.04 |
| SENIOR CLERK TYPIST | 21.04 | 21.46 | 21.89 | 22.33 |
| CLERK 5 YRS AND OVER | 16.48 | 16.81 | 17.15 | 17.49 |
| CLERK ENTRY LEVEL | 7.62 | 7.62 | *** NEXT PAGE PLEASE | |

A Class "A" CDL License will be required within one year of any employee achieving the title of "Public Works Laborer". Those employees currently serving in the "Public Works Laborer" title, or any higher title, will have one year from the date of execution of this agreement to obtain the required Class "A" CDL License. Failure to obtain the required CDL License shall be cause for termination. The Mayor and Council shall have the discretion to extend beyond one year for employees exhibiting a good faith effort to obtain the required license.

In the event that an employee has their CDL suspended or revoked, said employee shall have their hourly wage lowered by .36 cents for the period of time until it is restored. In either case, it shall be the employee's responsibility to pay all fines and costs of having the CDL restored.

Schedule B
(Part time employees)

Data Machine Operator – P/T ADMINISTRATION SECRETARY \$12.21

CLERK RATES OF PAY:

** If it is deemed appropriate that a new hire be paid more than the designated starting rate, such rate will be at the discretion of the Borough Council, and will in no circumstance, be established rate of pay for the listed job title.

**All new hire employees shall have a six (6) month probationary period. After their probationary period is complete, an evaluation will be completed by their department head, then the said employee may be appointed as a permanent employee. The following pay schedule will be in effect:

- A. After one year of employment, the employee shall receive an increase of fifteen (15%) of the difference between their current rate of pay for their title salary for the current year contractual amount.
- B. After completion of two years of employment, the employee shall receive an increase of twenty five (25%) of the difference between their current rate of pay and the rate of pay for their title salary.
- C. After completion of three years of employment, the employee shall receive an increase of fifty (50%) of the difference between their current rate and the rate of pay for their title salary.
- D. After completion of four years of employment, the employee shall receive an increase of seventy-five (75%) of the difference between their current rate of pay and the rate of pay for their title salary.
- E. After completion of five full years of employment, the employee shall receive the amount equal to the current year contractual amount.

ARTICLE XIX – PUBLIC WORKS REPAIRER PHASE PROGRAM

SECTION A: PHASE PROGRAM OBJECTIVE

It is the intent of the parties to this Agreement that the Public Works Repairer Phase Program procedures as set forth below shall serve as a guideline to movement within the Phase Program for the position of Public Works Repairer.

The objective of the Phase Program is as follows:

- a) To establish a well rounded Public Works Department
- b) To have specialized personnel within all fields of the Public Works Department established in Section C, including : Water, Sewer; Parks and Playgrounds; Mechanic's Helper; Building and Grounds; Roads

SECTION B: PROMOTIONS AND MOVEMENT WITHIN THE PHASE PROGRAM

Promotions/Reclassifications will be considered on an annual basis, occurring at the beginning of the calendar year. Approval of movement within phases by the Governing Body will be considered beginning on January 1st of each calendar year. The Governing Body will act in a timely and reasonable manner. Any promotions/phase movements approved after March 1st of each calendar year will be compensated at the higher salary rate and paid retroactively from the March 1st determination deadline.

The Governing Body will base their decisions regarding all phase movement utilizing the following criteria:

- a) Fulfillment of Criteria established in Public Works Repairer Job Descriptions
- b) Satisfactory evaluations for the preceding year
- c) Recommendation supplied by the Director of Public Works

*Consideration for additional phase specializations and promotions will only be given to an employee after he/she has completed one full year in the previous phase.

SECTION C: SPECIALIZED PHASES

The Governing Body of the Borough of Clementon, with the advice of the Director of Public Works, has identified a need for the following specializations by field in the Department of Public Works:

- Sewer – 4
- Water – 4
- Mechanic's Helper – 1
- Parks and Playgrounds – 2
- Buildings and Grounds – 2
- Roads – 5

All vacancies within the specialized phases can be applied for and will acted upon on an annual basis as established in SECTION B of ARTICLE XXI. No further phase promotions will be approved until all specialized fields are at 50% of their full capacity. Upon reaching 50% of full capacity in each specialization, any and/or all specialized fields may be filled to their full capacity.

When each of the six established specialized fields are filled to 100%, any Public Works Employee may choose to obtain the specialized training and experience necessary to move into any of the six identified fields for which they have not previously specialized. Salaries will determined by Article XVIII– Salaries.

ARTICLE XX – SEVERABILITY

In the event that any provision of this Agreement between the parties shall be held by operation of law, or by order of any Court or Administrative Agency of competent and final jurisdiction, to be invalid or unenforceable, the remainder of the provisions of said Agreement shall not be affected thereby, but shall be continued in full force and effect.

It is further agreed that in the event that any provisions finally declared invalid or unenforceable, the parties shall meet within 30 days of written notice by either party to the other, to negotiate concerning the modification, elimination, revision or substitution for such clause or clauses.

**ARTICLE XXI – CALL IN TIME, STANDBY BEEPER, CHECKING AND READING
WELL PAY**

CALL IN TIME:

An employee called to work outside of his regularly scheduled day and or shift shall be paid for a minimum of two (2) hours at time and one-half the appropriate rate of pay, starting at the time of the phone call. If the employee is called out after 10:00 pm, he/she will be paid for a minimum of three (3) hours at time and one-half the appropriate rate of pay.

If there is another call out during the two (2) hour period the employee shall receive no extra pay, unless the work time exceeds two hours.

STANDBY BEEPER PAY:

Upon the signing of the agreement employees assigned to seven (7) day beeper standby shall receive an additional \$250.00 pay for that week's responsibility on being on call.

CHECK AND RESDING WELLS:

Employees that are assigned to read wells on Saturday and Sunday shall be paid a minimum of two (2) hours pay on each day at the rate of time and one-half his/her regular rate of pay. On holidays the employees assigned shall receive a minimum of three (3) hours pay at the rate of time and one-half, in addition to their basic holiday pay.

DURING THE TWO OR THREE HOUR MINIMUM CALL PERIOD AN EMPLOYEE WHO IS NOT AVAILABLE DURING THAT TIME, OR MISSES A CALL, WILL NOT BE PAID FOR THE CALL PERIOD.

ARTICLE XXII – DURATION

Years: 2011/2012/2013

The terms and provisions of this Agreement shall remain in full force and effect from January 1, 2011 through December 31, 2013 unless otherwise modified, in writing, signed by both parties of this Agreement.

American Federation of State, County
and Municipal Employees, AFL-CIO
District Council 71, Local 3303G

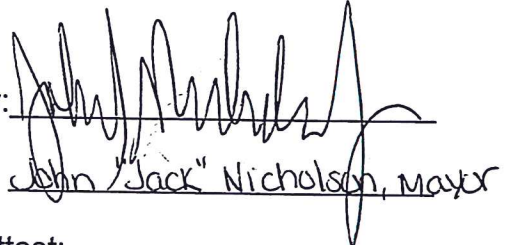
Borough of Clementon

By: _____



Matthew Farrell ~~EXDIR~~

By: _____



John "Jack" Nicholson, Mayor

Attest: _____

