

**CITY OF BORDENTOWN CLERICAL EMPLOYEES
CONTRACT AGREEMENT
January 1, 2011 to December 31, 2013**

The City of Bordentown Clerical Employees Contract Agreement, hereinafter referred to as the "Agreement", made between the Board of Commissioners of the City of Bordentown, hereinafter referred to as the "City", and the permanent, full time City of Bordentown Clerical Employees, hereinafter referred to individually as "employee" and collectively as "employees", has as its purpose the improvement and promotion of harmonious employee relations between the City and its employees, the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances, and the determination of the wages, hours of work and other terms and conditions of employment.

Now, therefore, in consideration of mutual promises of this Agreement, the parties agree as follows:

**ARTICLE I
VACATION LEAVE**

A. All employees covered by this Agreement and eligible for vacation leave with pay shall be entitled to vacation leave as follows:

- 1.** One (1) working day of vacation for each month of employment during the first calendar year of employment.
- 2.** Twelve (12) working days or ninety-six (96) hours of vacation from one (1) to five (5) years of service.
- 3.** Fifteen (15) working days or one hundred twenty (120) hours of vacation from six (6) to Twelve (12) years of service.
- 4.** Twenty (20) working days or one hundred sixty (160) hours of vacation from thirteen (13) to twenty (20) years of service.
- 5.** Twenty-five (25) days or two hundred (200) hours of vacation after the twentieth (20) year of service.

B. Vacation leave is credited in advance at the beginning of the calendar year in anticipation of continued employment for the full year in accordance with Article I, Paragraph A, Section 1 through 5.

C. When the number of vacation days to which an employee is entitled in accordance with Article I, Paragraph A changes; the change shall occur as of the employee's anniversary date. Vacation time will accrue based on the employee's date of hire and any new employee, following their successful probationary period, shall be credited with vacation time from the date of hire. The number of additional days granted in the anniversary year shall be prorated for the remainder of the calendar year.

D. Vacation leave for a given calendar year may be carried forward into the succeeding year but must be taken prior to June 30th of the succeeding calendar year as permitted or directed by the City Clerk or his/her designee. If it is determined that it cannot be taken because of the pressure

of work, vacation time may be carried beyond June 30th of the succeeding calendar year if so granted by the City Clerk, his/her designee and/or the Board of Commissioners.

E. Employees will have the option to sell back up to 100 hours of unused vacation leave carried over from the prior year. The request to sell back must be in writing to the City Clerk on or before June 30th of the succeeding year.

F. In the event an employee is entitled to vacation leave at the time of the employee's death, that employee's surviving spouse or estate shall receive compensation for earned vacation leave for the current year prorated upon the number of months worked in the calendar year in which the death occurred plus any vacation leave which may have been carried over from the preceding calendar year.

G. Upon separation from the City through resignation or upon retirement, an employee shall be entitled to vacation leave for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective plus any vacation leave which may have been carried over from the preceding calendar year.

ARTICLE II **HOLIDAYS**

A. The following shall be designated paid Holidays:

New Year's Day	Martin Luther King's Birthday
Lincoln's Birthday	Washington's Birthday (Presidents Day)
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	General Election Day
Veterans' Day	Thanksgiving Day
Christmas Day	

Christmas Eve shall be granted as a holiday whenever such day falls on a normal weekly workday for the City.

The day following New Year's, Thanksgiving and Christmas Day, whenever such following day is a normal weekly workday shall be included as a paid Holiday.

Clerical staff at City Hall shall receive their birthday off with pay or other designated day as approved by the City Clerk in accordance with work demand.

B. When a holiday falls on a Saturday, employees shall receive the preceding Friday off. Should the holiday fall on a Sunday, the employees shall receive the following Monday off.

ARTICLE III **OVERTIME**

A. For the purposes of this Agreement, scheduled, non-emergency overtime shall be defined as any hours worked in excess of forty (40) hours per week. Overtime shall be compensated at the rate of 1½ times the employee's regular hourly rate.

B. If an employee is required to work on Christmas Day, New Year's Day, Thanksgiving Day or Memorial Day, that employee shall be paid double time. Employees shall be compensated for working on all other holidays listed in Article II, Paragraph A at one and one half (1½) times their regular hourly rate.

ARTICLE IV **SICK LEAVE**

All eligible employees covered by this Agreement shall be entitled to the use of paid sick leave as provided herein:

A. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in an employee's immediate family or for the attendance of the employee upon a member of the immediate family who is seriously ill.

“Immediate family for purposes of this Article shall include Spouse, Child, Mother, Father, Step-Parent, Step-child, Mother-in-Law, Father-in-Law, Son-in-Law, Daughter-in-Law, Grandparent, Grandchild, Sibling or member of the employee's household.”

C. Sick leave entitlement shall be as follows:

1. All eligible employees covered by this Agreement will receive fifteen (15) days (120 hours) of paid sick leave each year.
2. During the first year of employment, a new employee shall accrue sick leave beginning with the employee's first full day as a full time employee and proceeding through the remainder of the first calendar year on a pro-rated monthly basis. Paid sick leave will be made available following the successful completion of the probationary period.
3. In each full calendar year thereafter, an employee shall be entitled to fifteen (15) days (120 hours) sick leave. The leave is credited in advance on January 1 in anticipation of continued employment for the full year and may be used on the basis and in accordance with established City policy. Such leave not utilized shall be accumulated.
4. If an employee resigns or otherwise leaves his/her position with the City, the City has the right to prorate an employee's sick time upon separation of service, and the employee will be entitled to utilize a prorated amount of their sick leave in the year of their separation of service.
5. If an employee resigns his/her position with the City, the employee shall forfeit all accumulated/earned sick leave.
6. Upon retirement, those employees hired prior to May 21, 2010 shall be entitled to payment of fifty percent (50%) of all unused sick leave which they have accumulated at the time of retirement, up to a maximum benefit payable up to \$18,000.00.

7. Upon retirement, those employees hired on or after May 21, 2010 shall be entitled to payment of fifty percent (50%) of all unused sick leave which they have accumulated at the time of retirement, up to a maximum benefit payable up to \$15,000 in accordance with Chapter 3, PL 2010.

8. When planning retirement, the employee must notify the City of his/her plan to retire the year before the employee's expected retirement date for budget purposes. If the employee notifies the City of his/her intent to retire the year before retirement, the employee shall receive his/her accumulated sick leave three weeks following the adoption of the City's budget. If an employee fails to provide notice of retirement the year before the employee retires, the employee shall **not** receive payment of unused accumulated sick leave until the year following retirement unless it is determined by the Municipal Finance Officer that funds are available in the municipal budget of the City.

9. For purposes of this Agreement, retirement shall be pursuant to the provisions of a State administered or approved retirement system.

10. Upon the death of an employee, regardless of the date of hire, payment of accumulated sick leave and any prorated sick leave for the year in which the death occurs shall be paid by the City to the spouse or estate of the employee. Payment for sick leave shall be in an amount equal to fifty percent (50%) of all unused sick leave which they have accumulated at the time of death, up to a maximum as defined in Article IV, Paragraphs 6 and 7 of said Agreement.

D. Notification of the use of sick leave shall be as follows:

1. In all cases of illness, whether of short duration or long term, the employee is required to notify his/her superior that he/she will be out of work, giving the expected date of return to work if same can be provided. Notification of use of a sick day is to be given at the earliest possible time but in no event less than the employee's usual reporting time, or other time as occasioned or necessitated by the circumstances.

2. If the duration of absence exceeds two (2) days, it will be necessary to report every third day, unless the employee has provided the City with a physician's note indicating a projected date of return to work. Failure to report absences and/or abuse of sick leave privileges on the part of any employee may be cause for disciplinary action and/or dismissal.

3. When it is known beforehand that sick leave will be required for more than ten (10) days, such leave must be requested by the employee in writing to his/her immediate supervisor. This request must be accompanied by a written and signed note from a treating physician prescribing that sick leave is necessary and must, if possible, include the anticipated duration of the leave.

4. Employees will not be charged for sick leave on non-work days, inclusive of holidays, for all City employees.

5. A physician's note may be requested by the City Clerk from an employee on sick leave, whenever such requirement appears reasonable.

E. When an employee is on vacation and requires sick leave for any portion of that vacation leave, the employee must immediately request the use of sick leave by contacting the City Clerk. Such requests may be made by telephone, email, fax or letter. No sick leave will be credited unless supporting medical evidence verifying that the illness or injury would have precluded working, is presented to the City by the employee or the employee's representative within a reasonable time of making the sick leave request, but in no event not more than ten (10) days after making the request.

F. Employees will have the option to donate 100 hours of sick time to a fellow employee who shall require a recovery period from serious illness, operation or medical procedure which will go beyond that of the employee's accumulated sick leave.

G. Any employee eligible under this contract shall receive an incentive award for not using any sick time during a calendar year. The award shall consist of a \$200.00 U.S. Savings Bond.

ARTICLE V **BEREAVEMENT LEAVE**

A. The employee shall have up to three (3) days leave in the event of the death of an employee's Spouse, Child, Parent, Step-parent, Step-child, Sibling, Step-brother or sister, Brother-in-Law, Sister-in-Law, Mother-in-Law, Father-in-Law, Son-in-Law, Daughter-in-Law, Grandparents or Grandchildren.

B. One (1) day of leave with pay shall be granted for aunts, uncles, nieces and nephews.

C. Each employee shall have three (3) days of bereavement leave for other family members not listed above who reside in the same household as the employee on the date of the relative's death.

ARTICLE VI **ADMINISTRATIVE/PERSONAL LEAVE**

A. Employees covered by this Agreement shall be entitled to administrative/personal leave in a calendar year as follows:

1. Each employee who has worked for the City for a full twelve (12) months shall be eligible for four (4) paid administrative/personal leave days, which shall be credited on January 1st of the calendar year.

2. Newly hired employees shall be credited on their anniversary date of one full year of service with a prorated portion of administrative/personal days carrying them to the end of the calendar year. The employee shall be credited with the full four (4) administrative/personal days on the 1st of the January following the year in which the credit was earned.

3. Administrative/Personal leave may be used for emergencies, the purpose of conducting personal business and/or family duties or for the observations of religious or other days of celebration (excepting Holidays). The use of such administrative/personal days shall require a minimum of forty eight (48) hours notice to the City Clerk or his/her designated representative. In case of any unforeseen circumstances and/or emergency, this notification

requirement may be waived, suspended or altered upon approval of the City Clerk or his/her designated representative.

4. Unused administrative/personal leave days remaining in any year shall be converted into vacation days for the succeeding year.

5. Where there are more requests for administrative/personal leave than can be granted, the conflict will then be resolved on the basis of seniority. The maximum number of such requests shall be granted provided they do not interfere with the proper conduct of City business.

ARTICLE VII **GRIEVANCE PROCEDURE**

A. For the purposes of this Agreement, a grievance is defined as a claim based upon a breach, misinterpretation or improper application of the terms of this Agreement.

B. The purpose of the following procedure is to secure, at the lowest possible level, equitable solutions to such problems arising from time to time affecting members of the bargaining unit. Both parties agree that these procedures will be kept informal and confidential as may be appropriate at any level of the procedure.

C. Whenever a grievance arises, the following procedure shall be followed:

1. An aggrieved employee shall institute action under the provisions hereof within fifteen (15) days from the date of the occurrence of the breach, misinterpretation or improper application of the terms of this Agreement. Failure to act within said fifteen (15) day period shall be deemed to constitute an abandonment of the grievance.

2. **LEVEL ONE:** An employee with a grievance shall first discuss it with his/her immediate supervisor either directly or through the appropriate bargaining unit representative with the objective of resolving the matter as expeditiously as possible. The immediate supervisor's decision must be rendered within fourteen (14) calendar days from the date the grievance was received.

3. **LEVEL TWO:** If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level One or if no decision has been rendered within fourteen (14) calendar days after the grievance was delivered at Level One, the aggrieved employee may, within seven (7) calendar days after a decision, or twenty-one calendar days after the grievance was delivered at Level One, whichever is sooner, submit the grievance to the Department Director. The Department Director's decision must be rendered within seven (7) calendar days from the date the grievance was received at Level Two.

4. **LEVEL THREE:** If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level Two, the aggrieved employee may submit his/her grievance to the Board of Commissioners. The Board of Commissioners shall review and consider the submitted grievance and shall issue a decision within fourteen (14) calendar days after receipt of the grievance.

ARTICLE VIII
MEDICAL AND PRESCRIPTION COVERAGE

A. HEALTH COVERAGE

The City shall provide to each full time employee and the employee's dependent family members medical health coverage and prescription drug benefits as provided for under the New Jersey State Health Benefits Program as administered by the Department of Treasury, Division of Pensions and Benefits in accordance with New Jersey State Law. The City is not responsible for any difference between coverage or co-pay changes made by the State under the New Jersey State Health Benefits Program. Changes made by the State are the responsibility of the employee. In the event it is necessary, the City may change insurance carriers as long as the coverage is equal to or better.

1. Health coverage, prescription drug coverage, dental coverage and vision coverage (as provided in this article) shall continue in full force and without interruption during the period of time that an employee is on workers' compensation leave and/or FMLA.

B. VISION COVERAGE

Clerical employees of the City and their immediate family shall be entitled to reimbursement of eye expenses upon presentation of paid receipt and signed voucher up to a maximum as follows:

2011 - \$450.00	2012 - \$500.00	2013 - \$550.00
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C. DENTAL COVERAGE

Clerical employees of the City and their immediate family shall be entitled to reimbursement of dental expenses upon presentation of paid receipt and signed voucher up to a maximum as follows:

2011 - \$450.00	2012 - \$500.00	2013 - \$550.00
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ARTICLE IX
LICENSE STIPENDS

A. Any employee covered by this Agreement who obtains a license or certificate which directly relates to the performance of the employee's duties and which will directly benefit the City shall be eligible for an annual stipend of \$200.00 per license or certificate. The City shall be responsible for any renewal fees of said licenses which directly benefit the City during the performance of the employee's duties.

B. License stipends shall not be made a part of an employee's pensionable base salary.

ARTICLE X
WAGE ADJUSTMENT

A. Wage adjustments for the duration of this Agreement shall be as follows:

2011 – 2.25%	2012 – 2.25%	2013 – 1.5%
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ARTICLE XI
LONGEVITY

A. Each employee covered by this Agreement who has accumulated fourteen (14) years of service in the Public Employees' Retirement System and was hired on or before January 1, 2002, shall receive a longevity payment as follows:

2011 - \$900.00 2012 - \$950.00 2013 - \$1,000.00

B. Each employee hired after January 1, 2002 who has completed fourteen (14) years of service with the City shall receive a longevity payment as indicated in Article XI, Paragraph A.

C. Longevity payments shall begin on the employee's anniversary date of hire. The longevity payment granted in the fourteenth anniversary year shall be prorated on the basis of the percent of remaining time in the year.

D. Longevity payments shall not be considered part of the employee's pensionable base salary.

ARTICLE XII
JOB ADVANCEMENT

A. Job advancement shall be based on seniority years of service with the City. A candidate for job advancement shall be qualified for the position desired. Final approval will rest with immediate supervisory personnel and the Department Director.

ARTICLE XIII
AUTHORITY TO BARGAIN

A. The negotiating committee which is voted into office or appointed by the members of the bargaining unit shall have the power to approve and sign all negotiations or agreements when approved by a 51% majority of all permanent, full time employees who are in attendance at any meeting of the bargaining unit that is called for the specific purpose of ratifying this Agreement. The terms and provisions of this Agreement shall be binding upon all permanent, full time clerical employees and shall inure to the benefit of all persons who shall hereafter become employees of the City and are entitled to the terms of this Agreement.

ARTICLE XIV
FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been subject to negotiations.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated this Agreement.

ARTICLE XVII
DURATION AND AMENDMENT OF AGREEMENT

A. This Agreement shall become effective as of January 1, 2011 and shall remain in full force and effect as written until December 31, 2013 unless modified by mutual consent prior to the ending date. The terms of this Agreement shall be retroactive to the effective date regardless of the actual date of final ratification by the parties. By mutual consent given by both parties prior to the expiration date, the terms of this contract may be extended beyond the expiration date while active negotiations for a new contract are in progress.

B. This Agreement may be amended at any time by mutual consent of the parties thereto. If the City desires to amend the Agreement, a written notice shall be presented to the current leadership of the employees or their duly appointed representative(s) requesting a meeting for the purpose of amending the Agreement. A written response from the employees is required within five (5) days. Likewise, if the employees desire to amend the Agreement, a written notice shall be presented to the City Clerk requesting a meeting for the purpose of amending the Agreement. A written response from the City is required within five (5) days. The notice to amend must state the part of the Agreement proposed to be amended and clearly set forth the proposed change(s). For the purpose of this section, only that part of the Agreement proposed to be amended shall be open for discussion. The remainder of the Agreement shall remain untouched.

IN WITNESS WHEREOF, the parties have set their hand and seal this 14th day of November 2011,

FOR THE CITY OF BORDENTOWN:

FOR CLERICAL UNIT:

James E. Lynch, Jr., Mayor

Jennifer M. Smith, Clerical

Heather Cheesman, Deputy Mayor

Grace I. Archer, Clerical

Zigmont Targonski, Commissioner

Patricia A. McGowan, Clerical