

RESOLUTION 60-15

**RESOLUTION RATIFYING MEMORANDUM OF AGREEMENT
BETWEEN THE BOROUGH OF CLAYTON AND THE AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO DISTRICT COUNCIL 71**

WHEREAS, the Mayor and Council of the Borough of Clayton have negotiated a Memorandum of Agreement with the American Federation of State, County and Municipal Employees, AFL-CIO District Council 71 to cover the years 2014, 2015 and 2016; and

WHEREAS, the terms of the Memorandum of Agreement have been reviewed and recommended for adoption by the members of Borough Council's negotiating committee, Borough management and the Borough's labor counsel; and

WHEREAS, the governing body does hereby agree to approve and ratify said Memorandum of Agreement, which is incorporated in and made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Clayton, County of Gloucester and State of New Jersey that:

1. The Memorandum of Agreement between the Borough of Clayton and the American Federation of State, County and Municipal Employees, AFL-CIO District Council 71 to cover the years 2014, 2015 and 2016 be and hereby is ratified and approved.
2. The Mayor, Borough Administrator or Borough Clerk are hereby authorized to execute the Contract on behalf of the Borough of Clayton.

ADOPTED at a regular meeting of the Mayor and Council of the Borough of Clayton held on March 12, 2015.

BOROUGH OF CLAYTON



THOMAS BIANCO, Mayor

ATTEST:



CHRISTINE NEWCOMB, Municipal Clerk

CERTIFICATION

I, Christine Newcomb, Municipal Clerk of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton, held on Thursday, March 12, 2015.



CHRISTINE NEWCOMB, Municipal Clerk

MEMORANDUM OF AGREEMENT

BETWEEN

THE BOROUGH OF CLAYTON

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES DISTRICT COUNCIL 71**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into on March 10, 2015 by and between the Borough of Clayton ("Borough") and the American Federation of State, County, and Municipal Employees District Council 71 ("AFSCME").

WHEREAS, the Borough and AFSCME were parties to a collective negotiations agreement which expired on December 31, 2013; and

WHEREAS, AFSCME is the exclusive bargaining representative for Borough employees identified in the aforementioned collective negotiations agreement; and

WHEREAS, upon the expiration of the aforementioned collective negotiations agreement, the Borough and AFSCME entered into negotiations for a successor collective negotiations agreement; and

WHEREAS, as a result of those negotiations, the Borough and AFSCME have agreed upon the terms and conditions of a successor collective negotiations agreement (subject to necessary ratifications) and desire to memorialize the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Borough and AFSCME agree to the following modifications to the expired collective negotiations agreement:

1. **Contract Article:** ARTICLE 12 (Layoff)

Agreed Change: Section A amended as follows:

"In the event it becomes necessary to layoff employees for any reason, no permanent blue-collar employee shall be laid off before all blue-collar part-timers are laid off, and no permanent white-collar employee shall be laid off before all white-collar part-timers are laid off. After the layoff of any applicable part-timers, employees shall be laid off, by

job classification, in the inverse order of their seniority.”
Remaining portion of paragraph remains.

2. Contract Article:

ARTICLE 14 (Work Schedules)

Agreed Change:

Section (B) is modified to reflect that the Public Works Clerk will work from 7:00 AM to 3:00 PM. Reference to 7:30 AM to 3:30 PM is deleted.

Reference to Tax Assessor is removed.

Section D is removed. Subsequent paragraphs re-lettered.

Section (E) is modified to state: “Blue-collar employees and the mechanic...”

Eliminate language at end of paragraph re “Employees with the title of mechanic...”

3. Contract Article:

ARTICLE 15 (Call-In Time)

Agreed Change:

Section (A) – the word “be” is deleted; “the employee” is substituted.

Section (B) – references to May 1, 2012 removed.

4. Contract Article:

ARTICLE 17 (Insurance)

Agreed Change:

New Section F:

“Health benefits (including prescription-drug coverage) after retirement shall be afforded to an employee’s spouse, but only if the employee is married to that spouse at the time of the employee’s retirement. Accordingly, the Borough shall not be responsible for post-retirement health benefits and prescription-drug coverage for any person who is not the spouse of an employee at the time of that employee’s retirement, and any employee who retires while married, subsequently divorces, and then remarries a different person shall not receive health benefits and prescription-drug coverage for that new spouse. Nothing herein shall be interpreted to preclude children born to an employee after that employee’s retirement – including children born to a spouse other than that to which the employee was married at the time of the employee’s

retirement – from receiving health benefits and prescription-drug coverage.”

5. Contract Article: ARTICLE 18 (Workers Compensation)

Agreed Change: Section A is amended to include the following sentence at the end of the paragraph: “This paragraph shall not apply to any employee hired after January 1, 2015.”

6. Contract Article: ARTICLE 19 (Wages)

Agreed Change: Section A amended to reflect increase of 2% added to hourly rate of pay effective and retroactive to January 1, 2014.

Section B amended to reflect increase of 2% added to hourly rate of pay effective and retroactive to January 1, 2015.

Section C amended to reflect increase of 2% added to hourly rate of pay effective January 1, 2016.

Current Exhibit A removed.

New Exhibit A inserted which shows salary guide for grandfathered employees.

New Exhibit B inserted which shows salary guide with new titles.

The changes in title names are as follows:

- Truck Driver is changed to Laborer/Truck Driver
- Assistant Heavy Equipment Operator is changed to Laborer/Utility Technician
- Heavy Equipment Operator is changed to Heavy Equipment Operator/Streets and Roads Foreman
- Utilities Specialist is changed to Utilities Foreman

The following titles are eliminated:

- Tax Assessor Clerk
- Assistant Utilities Specialist

New Exhibit C inserted which shows placement of existing employees and pay rates.

End of Section C shall contain language regarding cleaning allowance.

Remove language regarding three (3) pairs of pants.

Clothing allowance language amended from 1 jacket to 1 jacket or coverall.

Increase cleaning allowance from \$325 to \$400 payable June 1 and November 1.

Remove last sentence regarding 2nd pair of boots effective 1-1-12 as it no longer applies.

Current Section F removed as it no longer applies.

Current Section G removed as it no longer applies.

New Section inserted regarding licenses:

“Beginning January 1, 2015, the following annual stipends will be made available upon successful completion and receipt of the following licenses:

\$750: Licensed Operator No. 1 (T1, W1, C1)

\$1,500: Licensed Operator No. 2 (T2, W2, C2)

\$3,000: Licensed Operator No. 3 (T3, W2, C2)

An employee receiving an annual stipend shall have the annual stipend divided by 26 and paid biweekly. Receipt of a stipend will require the employee receiving the stipend to work the weekend rotation at the Water Treatment Plant. The Licensed Operator Stipends are not cumulative. An employee must obtain all three licenses in each Operator Level in order to receive the annual stipend.

New Section inserted regarding new hires:

“Any employees hired after January 1, 2015 (except for General Laborer) will be paid 80% of the base salary for the position upon hiring until the first anniversary date. At the first anniversary date, the employee’s salary shall be increased to 90% of the base salary of the position for which the employee was hired. At the second anniversary date, the employee’s salary shall be increased to 100% of the base salary for the position for which the employee was hired.

New Section inserted regarding CDL-A:

“Any laborer who obtains a CDL Class A License will be paid \$250 per year on or before November 1st. Payment will not be made if the employee’s current job title as of the date of this Agreement requires a CDL Class A License.”

7. **Contract Article:** ARTICLE 20 (Longevity)

Agreed Change: Remove Article as it no longer applies. Subsequent Articles re-numbered.

8. **Contract Article:** ARTICLE 22 (Holidays)

Agreed Change: Amended to reflect the following floater holidays:

2014: 12/26/14
2015: 1/2/15
2016: TBD

9. **Contract Article:** ARTICLE 23 (Vacations)

Agreed Change: Section (A)(1) is amended to read: “6 months to the end of the calendar year in which employment begins, 1 day for each month worked up to a maximum of 1 week.”

New Section 8 added:

“Sections 6 and 7 shall not apply to any employees hired after January 1, 2015. For such new hires, the maximum vacation time available shall be five (5) weeks.”

Section (B) amended to state as follows: "For the efficient operation of Borough business, the scheduling of vacation must be approved by the Public Works Director for blue collar employees. For all other employees, vacation must be approved by the Borough Administrator."

Section (C) is amended to read as follows:

"If an employee ends his or her probationary period in the months of November or December, the employee will accrue either one (1) or two (2) days of vacation by the year's end. As such, the employee will have little time to expend the day(s). Therefore, an employee in these circumstances may be permitted to carry such days into the next year."

10. All appropriate date changes shall be made where necessary.
11. All portions of the collective negotiations agreement not specifically modified herein shall remain unchanged.
12. All other proposals made by either party that are not expressly contained within this Agreement are hereby withdrawn.
13. The foregoing terms are subject to ratification by the membership of AFSCME and by the Borough's governing body. The undersigned representatives executing this Agreement and all members of the parties' negotiating teams represent and warrant that they have negotiated the foregoing terms in good faith, that they will urge their respective constituencies to ratify this Agreement, and that they themselves will vote to ratify this Agreement when called upon to do so.

FOR AFSCME:

BY: 

Date: 3/10/15

FOR THE BOROUGH:

BY: 

Date: 3/10/15

(Schedule A)
01/12/15

Grandfathered Hourly Rates (with Longevity - Employees hired before 01/01/12)
(Computation of 2% Increases per year)

Laborer	Date of Hire	Yrs/Svce		2014	Yrs/Svce		2015	Yrs/Svce		2016
		2013	beg 2014		beg 2015	2015		beg 2016	2016	
Craig Cunningham	05/29/07	20.37	7	20.78	8	21.19	9	21.62		
Pete Saracino	09/10/98	20.65	16	21.07	17	21.49	18	21.92		
Fred Simmermon	05/22/06	20.46	8	20.87	9	21.29	10	21.72		
Ken Holtz	07/16/12	19.53	2	19.92	3	20.32	4	20.73		
Truck Driver										
Bob Hagelstein	09/10/98	21.83	16	22.27	17	22.71	18	23.17		
Chris Mason	11/28/05	21.58	8	22.01	9	22.46	10	22.90		
Laborer/Utility Technician										
Mike Foy	12/15/05	22.23	8	22.68	9	23.13	10	23.59		
Streets and Roads Foreman										
Dwayne Drew	07/21/86	30.14	28	30.74	29	31.36	30	31.98		
Utilities Foreman										
Joe Hunt	05/29/07	25.62	7	26.13	8	26.65	9	27.19		
Mechanic										
Dan Maurer	05/09/88	27.13	26	27.68	27	28.23	28	28.80		
Purchase Order Clerk										
Naomi Money	05/23/88	24.93	26	25.43	27	25.93	28	26.45		
Office Clerk										
Debbie Schlosser	05/16/08	16.49	6	16.82	7	17.15	8	17.50		
Public Works Clerk										
Carol Carr	06/04/90	17.21	24	17.55	25	17.91	26	18.26		

(Schedule B)
03/10/15

Proposed Salary Scale and Titles

(Including Steps to accommodate past longevity roll-in)

		2014	2015	2016
General Laborer	1st 6 months	15.69	16.00	16.32

Laborer

Step 1	yr 1	15.94	16.25	16.58
Step 2	yr 2	17.93	18.29	18.65
Step 3	yr 3	19.92	20.32	20.73
Step 4	yr 7	20.59	21.00	21.42
Step 5	yr 12	21.07	21.49	21.92
Step 6	yr 17	21.55	21.98	22.42
Step 7	yr 22	22.03	22.47	22.92

1 Laborer/Truck Driver

Step 1	> 7 yrs Emp	20.85	21.27	21.69
Step 2	7 yrs Emp	21.78	22.21	22.66
Step 3	12 yrs Emp	22.01	22.46	22.91
Step 4	17 yrs Emp	22.27	22.71	23.17
Step 5	22 yrs Emp	22.48	22.93	23.39

2 Laborer/Utility Technician

Step 1	1 yrs Exp	20.76	21.18	21.60
Step 2	5 yrs Exp	21.72	22.15	22.60
Step 3	10 yrs Exp	22.68	23.13	23.59
Step 4	15 yrs Exp	23.16	23.62	24.10
Step 5	20 yrs Exp	23.64	24.11	24.60

3 Streets and Roads Foreman

4 Utilities Foreman

Mechanic	27.68	28.23	28.80
Purchase Order Clerk	25.43	25.93	26.45
Office Clerk	16.82	17.15	17.50
Clerk/Typist	14.01	14.29	14.58
Public Works Clerk	17.55	17.91	18.26
Shuttle Bus Driver	15.85	16.17	16.49
Water & Sewer Clerk	22.85	23.31	23.78

1 Title Change from Truck Driver to Laborer/Truck Driver

2 Title Change from Assistant Heavy Equipment Operator to Laborer/Utility Technician

3 Title Change from Heavy Equipment Operator to Streets and Roads Foreman

4 Title Change from Utilities Specialist to Utilities Foreman

Eliminate the following Titles:

Assistant Utilities Specialist

Tax Assessor Clerk

(Schedule C)
01/12/15

Proposed Scale Reflecting Placement of Existing Employees

Proposed New Scale Rates for Existing Employees

		2014	2015	2016	2014	2015	2016
General Laborer 1st 6 months							
Laborer							
Step 1	yr 1				Holtz	19.53	20.32
Step 2	yr 2				Cunningham	20.78	21.19
Step 3	yr 3	Holtz			Simmermon	20.87	21.29
Step 4	yr 7		Holtz		Saracino	21.07	21.98
Step 4	yr 7	Cunningham	Cunningham		Mason	22.01	22.46
Step 5	yr 12	Simmermon	Simmermon		Hagelstein	22.27	22.71
Step 6	yr 17	Saracino			Foy	22.68	23.13
Step 7	yr 22		Saracino	Saracino			

Laborer/Truck Driver

Step 1	> 7 yrs Emp						
Step 2	7 yrs Emp	Mason	Mason		Mason		
Step 3	12 yrs Emp						
Step 3	12 yrs Emp	Hagelstein					
Step 4	17 yrs Emp		Hagelstein		Hagelstein		
Step 5	22 yrs Emp						

Laborer/Utility Technician

Step 1	1 yrs Exp						
Step 2	5 yrs Exp	Foy	Foy				
Step 3	10 yrs Exp						
Step 4	15 yrs Exp						
Step 5	20 yrs Exp						