

AGREEMENT

BETWEEN

THE TOWNSHIP OF MAURICE RIVER

AND

N.J.C.S.A., CUMBERLAND COUNCIL #18

JANUARY 1, 2011 - DECEMBER 31, 2013

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PREAMBLE

THIS AGREEMENT entered into this 26th day of May 2011 by and between THE TOWNSHIP OF MAURICE RIVER in the County of Cumberland, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "EMPLOYER", and NEW JERSEY CIVIL SERVICE ASSOCIATION, CUMBERLAND COUNTY COUNCIL #18, hereinafter referred to as the "ASSOCIATION".

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, the Association and the citizens of the Township of Maurice River.

The parties recognize that the interests of the community and the employment security of the employees depend upon the Employer's success in establishing proper service to the community.

To these ends, the Employer and the Association encourage to the fullest degree productive and cooperative relations between their respective representatives at all levels as well as among all employees.

ARTICLE I. RECOGNITION OF RIGHTS/LIMITATIONS

A. Recognition of Association

Pursuant to and in accordance with all applicable provisions of the New Jersey Employer-Employees Relations Act, Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A-1 et seq.), as amended, the Employer does hereby recognize the Association as the sole and exclusive representative of all employees of the Township of Maurice River, excepting that this representation shall not extend to (1) any management executive or supervisor within the meaning or the afore-referenced Act, (2) any person employed on a part-time or temporary basis or (3) any person otherwise excluded by Law from the Bargaining Unit. For the purposes of this Agreement, "part-time" is defined as less than twenty-five (25) hours worked in a week. A list of employment titles included in the Bargaining Unit represented by the Association herein is attached hereto and made a part hereof as Schedule "A".

B. Management Rights

(1) The Employer hereby reserves and retains unto itself those powers, rights, authority, duties and responsibilities conferred upon and vested in it by law including, but not limited to, the right to (a) manage and administer the affairs, property and operations of Employer, (b) direct its working forces and

operations and (c) hire, promote, assign and discipline employees in accordance with law.

(2) The powers, rights, authority, duties and responsibilities of the Employer, as described above, and the exercise of discretion pursuant thereto, shall be limited only by the requirement of conformity with the Laws of the United States of America, the Laws of the State of New Jersey, the rules, regulations and/or directives promulgated thereunder including, but not limited to, the New Jersey Department of Personnel, the terms of this Collective Bargaining Agreement and the past practice of the parties when not in contravention of any of the foregoing authorities.

C. Prohibited Actions

(1) The Employer and the Association agree that there shall not be any discrimination against any employee within the Bargaining Unit because of age, sex, marital status, race, color, religion, national origin, physical ability, political affiliation or Association membership.

(2) During the term of this Agreement, the Association agrees not to engage in or support any strike, work stoppage, slow-down or other similar concerted action by employees within the Bargaining Unit nor shall any Association representative engage in any individual action or conduct which has the purpose of inducing said employees to engage in such prohibited activities.

(3) During the term of this Agreement, the Employer agrees not to seek reprisals, penalize, discipline or otherwise discriminate against any individual Association representative or employee within the Bargaining Unit as a result of said individual asserting any right conferred upon said individual or the membership as a whole by the terms of this Collective Bargaining Agreement nor shall the Employer or any representative of Employer institute, engage in or support a lock-out of the employees within the Bargaining Unit.

(4) The Association and the Employer, by and through any official, agent or representative, shall not intimidate, restrain, coerce or discriminate against any employee who refuses or fails to join the Association nor shall an individual employee's membership or non-membership in the Association be a condition of employment or continued employment.

ARTICLE II. ASSOCIATION REPRESENTATION

A. Designation of Stewards/Alternates

(1) There shall be one (1) duly selected representative of the Association

from the membership of the Bargaining Unit, hereafter "Steward", and one (1) Alternate.

(2) The Association has the exclusive right and discretion in the designation of the Steward and the Alternate as well as the delineation of their respective responsibilities and authority to act for and on behalf of the Association.

(3) An Alternate will be provided the recognition and privileges afforded a Steward, as set forth in this Agreement, in any instance where a Steward is unable to perform his or her duties due to absence, illness or employment responsibilities or the Alternate is otherwise designated to do so by the Steward or Association.

(4) The Association will provide the Employer with the names of the duly selected Steward and Alternate and will promptly notify the Employer of any changes in said designations during the term of this Agreement.

B. Access to Employees

(1) Association representatives will have appropriate and reasonable access to employees within the Bargaining Unit for the purpose of administering this Agreement and/or related Association business providing that said activity is confined to non-working hours (prior to and after the scheduled work day, lunch and break periods) unless prior approval is obtained from the appropriate representative of the Employer and said activity does not interfere with the work assignment(s) of the Steward and/or employees.

(2) The Association shall be permitted to conduct meetings with the employees at the office location maintained by Employer, provided that space is available and approval is obtained in advance of the date and time of said meeting from the designated representative of the Employer.

(3) The Association shall have access to a bulletin board prominently located in each of the general working areas maintained by Employer. The Association may post any appropriate material pertaining to Association business, providing that said material is not profane, obscene or defamatory in nature. Materials shall be posted or removed only by the Steward or other designated representative of the Association. All postings shall contain the signature of the Steward or such representative.

(4) The Steward shall have the right to distribute information pertaining to Association business to employees at their desks/work stations during non-

working hours.

(5) In order to properly administer the terms of this Agreement, the Steward may utilize telephone and inter-office(s) mail systems with the prior approval of the designated representative of the Employer.

(6) The Employer will permit a thirty (30) minute orientation session between any new employee and an Association representative within one (1) month of said employee's date of hire. Association representatives may utilize said session to familiarize said employee with the terms of the Collective Bargaining Agreement as well as related benefits of his or her employment and Association membership.

C. Leave for Association Representatives

(1) The Steward shall be permitted during working hours without loss of pay to investigate and process a grievance on behalf of an employee in the Bargaining Unit and/or represent said employee at a grievance proceeding provided that same does not interfere with the work assignments of the Steward.

(2) The Steward shall be permitted during working hours without loss of pay to attend approved conferences with appropriate representatives of Employer concerning the administration of the Collective Bargaining Agreement provided that same does not interfere with the work assignments of the Steward.

(3) The Steward and Alternate shall be permitted a leave of absence with pay to attend the annual New Jersey Civil Service Association Convention. A certificate of attendance to said convention shall be submitted by the Association representative in attendance. Said leave shall be inclusive of the duration of the convention with reasonable time for travel to and from said convention.

D. Payroll Deduction of Membership Dues.

(1) Pursuant to and in accordance with all applicable provisions of the New Jersey Employer-Employees Relations Act, Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A-1 et seq.), as amended, the Employer agrees to deduct from the regular pay of employees included in this Bargaining Unit the membership dues for the Association provided dues deduction cards supplied by the Association in conformity with statutory requirements and signed by the employee, is submitted to the Employer. It is further agreed that the Employer shall remit such deductions to the Association prior to the tenth (10th) day of the month following any month during which such deductions have been made by the Employer.

(2) The Association shall certify to the Employer the amount of said

membership dues to be so deducted and, if there shall be any change in the rate of membership dues during the term of this Agreement, the Association shall furnish to the Employer written notice of same thirty (30) days prior to the effective date of such change.

(3) A request by any employee to terminate the deduction of Association dues from his or her regular pay must be in writing and tendered to the appropriate authorized representatives of the Employer and the Association. Said termination shall be effective as of either January 1 or July 1, next succeeding the date on which the employee has complied with the provisions of this paragraph.

(4) Any employee on a leave of absence without pay or on suspension, who has previously signed an authorization for membership dues deduction and has not timely withdrawn said authorization, shall have dues deducted from his or her regular pay in the following full pay period upon return to active employment.

(5) The Association hereby indemnifies, saves and holds the Employer harmless against any and all claims, demands, causes of action or other forms of liability arising from or relating to any action taken by the Employer in reliance upon the membership dues deduction authorizations submitted by the Association herein.

E. Payroll Deduction of Representation Fee.

(1) The purpose of this paragraph is to provide for payment of representation fees as set forth in the New Jersey Employer-Employees Relations Act, Chapter 477 of the Laws of 1979 (N.J.S.A. 34: 13A-1 et seq.), as amended, and any provisions herein which may be inconsistent with said Law shall be deemed to be modified to conform with the then existing statutory requirements and/or the rules and regulations promulgated thereunder.

(2) If an employee in the Bargaining Unit is not a member of the Association during the term of this Agreement and during the period, if any, between successive Agreements, such employee shall be required to pay a representation fee to the Association during such term or period. The purpose of the representation fee is to provide payment to the Association in lieu of dues for services rendered by the Association which benefit all employees of the Bargaining Unit and thereby offset the costs of services rendered by the Association as majority representative. In order to adequately offset the costs of services rendered by the Association, representation fees shall be eighty-five (85%) percent of the amount of the regular membership dues, initiation fees

and assessments charged by the Association to its own members. The foregoing percentage is set forth solely because same is the maximum presently permitted by Law. In the event that the amount of said representation fee is modified by the Legislature, the amount of the representation fee herein will automatically be modified to the maximum then allowed by the Legislature.

(3) The Employer shall submit a current list of all employees in the Bargaining Unit to the Association on a monthly basis. The Association shall submit to the Employer a list of those employees in the Bargaining Unit who have not chosen to be members of the Association. The Employer shall deduct from the salary of such employees in accordance with this Section 2.5.d, below, the full amount of the representation fee and shall transmit same promptly to the Association. The Association shall notify the Employer in writing of any change in the list and/or the amount of the representation fee.

(4) The Employer shall deduct the representation fee in equal installments, as nearly as possible, from the regular pay of each employee on the aforesaid list during the membership period fixed by the Association. The deduction will begin with the first regular pay of the employee not less than ten (10) days after the receipt of the aforesaid list by the Employer or thirty (30) days after the employee has commenced employment. If an employee previously served in a Bargaining Unit position and continued in the employ of the Employer in a Non-Bargaining Unit position or was on layoff or suspension, said deduction will commence with the first regular pay not less than ten (10) days after the resumption of the employee's employment in a Bargaining Unit position. Except as otherwise provided herein, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be identical to those used for the deduction and transmission of regular membership dues paid to the Association by payroll deduction as set forth in Section 2.4, above.

(5) Pursuant to the following provisions, any employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the Association a return of any portion of that fee representing the employee's additional pro-rata share of expenditures by the Association that are either in aid of activities or causes of a partisan, political or ideological nature and only incidentally related to the terms and conditions of employment or applied toward the costs of any other benefits available only to members of the Association. The pro-rata share subject to refund shall not reflect the cost

of support of lobbying activities designed to foster policy goals in collective bargaining negotiations and contract administration or to secure for the employees advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the Employer.

(i) An employee who claims that he or she is entitled to a return of a part or all of the representation fee on the grounds set forth above or otherwise, shall make such a claim in writing to the Association. The written claim shall set forth to the fullest extent possible the facts underlying said claim. All such claims by an employee are waived if not presented to the Association within ninety (90) days of the commencement of the payment of the representation fee. Additionally, claims may only be presented as set forth herein on or before February 1 of each succeeding year or such claims are waived for that calendar year.

(ii) Within sixty (60) days after receipt of the written claim of an employee as set forth above, the Association shall investigate the claim and prepare and submit to the employee a written response to the claim.

(iii) If an employee is dissatisfied with the response of the Association, or if the Association fails to respond within the aforesaid sixty (60) days, the employee may appeal to the "Demand and Return" Committee of the Association for a hearing regarding the claim. Such appeal must be submitted to the Committee no later than thirty (30) days after receipt of the response of the Association or no later than ninety (90) days after the initial claim is made if there has been no response by the Association. Any appeal which is not made in a timely fashion shall be deemed waived by the employee. The appeal shall be in writing and shall set forth to the fullest extent possible the facts underlying said appeal.

(iv) Within sixty (60) days after receipt of the foregoing appeal, the "Demand and Return" Committee shall afford to the employee and the Association a full and fair proceeding with regard to the claim of the employee. Such claim must be based upon the criteria set forth in Section 2.5.e, above. The burden of proof shall be on the Association at such proceeding. The Committee shall render its decision within twenty (20) days after the close of said proceedings.

(v) If the employee is dissatisfied with the determination of said Committee, he may appeal the matter to the Appeal Board established for this purpose pursuant to the New Jersey Public Employer-Employees Relations Act, Chapter 477 of the Laws of 1979 (N.J.S.A. 34: 13A-1 et seq.), as amended, in

accordance with procedures established by the Public Employees Relations Commission.

(vi) The purpose of the within procedure is to provide for a "demand and return" system through full and fair proceedings placing the burden of proof on the majority representative pursuant to the applicable statutory requirements and any amendments thereto. This procedure is to be liberally construed to be consistent with the statutory requirements and any rules and regulations promulgated thereunder.

(6) All notices referred to in the foregoing provisions relating to the representation fee shall be deemed given when mailed to the appropriate party at his, her or its last known mailing address.

ARTICLE III. GRIEVANCE PROCEDURE

A. Definitions

(1) A "grievance" is a claim by an employee within the Bargaining Unit or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions or practices affecting one or more employees within the Bargaining Unit.

(2) An "aggrieved person" is the person or the Association making the claim.

(3) A "party in interest" is the person making the claim and any individual including the Association or the Employer who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose of Procedure

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

(1) Level One -Supervisor

An aggrieved person shall first submit the grievance in writing to his or her supervisor within ten (10) working days of its occurrence or within ten (10) working days of the aggrieved person having knowledge or being reasonably expected to have knowledge of its occurrence. Failure to so act shall constitute an abandonment of said grievance.

(2) Level Two -Department Head

If the aggrieved person is not satisfied with the disposition of his or

her grievance at Level One, or if a decision has not been rendered within ten (10) working days of submission of the grievance, he or she may submit the grievance in writing to his or her Department Head within ten (10) working days of the decision at Level One or within ten (10) working days from the last day on which the decision should have been rendered at Level One, whichever is sooner.

(3) Level Three -Township Committee

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two or if a decision has not been rendered within ten (10) working days of submission of the grievance at said level, the aggrieved person may submit the grievance in writing to the Township committee within ten (10) working days of the decision at Level Two or within ten (10) working days from the last day on which the decision should have been rendered at Level Two, whichever is sooner. The aggrieved person and/or a representative of the Association shall be permitted to appear and present the grievance before the Township Committee.

(4) Level Four -Binding Arbitration

(a) If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if a decision has not been rendered by the Township Committee within thirty (30) days of submission of the grievance to said Committee, the aggrieved person may request in writing that the Association submit the grievance to arbitration. Said request must be submitted to the Association with notice to the designated representative of Employer within ten (10) working days of the decision at Level Three or ten (10) working days from the last day on which the decision should have been rendered at Level Three, whichever is sooner. If the Association, in its sole discretion, determines that it is appropriate to submit the grievance to arbitration, it may do so within ten (10) working days of receipt of the request from the aggrieved person.

(b) Within ten (10) working days or written notice of submission to arbitration, the Employer and the Association shall request a list of arbitrators from either the American Arbitration Association or the Public Employees Relations Commission. The parties shall then be bound by the rules and procedures of the applicable arbitration service.

(c) The arbitrator's decision shall be final and binding upon the parties.

(d) In the event the arbitrability of a grievance is at issue between the

parties, jurisdiction to resolve the issue shall rest solely with the arbitrator.

(e) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, if applicable, shall be borne equally by the Employer and the Association. The Employer shall provide the hearing room. Any other expenses incurred including the cost of a transcript, if applicable, shall be paid by the party incurring same.

(f) If the arbitrator in his/her sole discretion determines that either party has acted in bad faith, the afore-described costs of the arbitration may be assessed by the arbitrator against said party.

D. Right of Representation

(1) Any aggrieved person may represent himself or herself at all stages of the grievance procedure or, at his or her option, by authorized Association representative(s), including counsel retained by the Association, or retained counsel of the aggrieved person's own choice.

(2) If an aggrieved person chooses to retain legal counsel of his or her own choice, as described immediately above, the Association shall not be responsible for the payment of fees or expenses of said counsel.

E. Rights of Association

(1) Whether an employee is represented by the Association or not, the Association shall receive separate notice of the decision from the Employer rendered at each level of the grievance procedure.

(2) The Association may continue a grievance through all applicable levels of this procedure even though the aggrieved person does not wish to do so if said grievance may affect or otherwise has application to a group or class of employees within the Bargaining Unit.

(3) If, in the sole discretion of the Association, a grievance affects a group of employees within the Bargaining Unit, the Association may submit such grievance directly to the appropriate Department Head or other designated representative of the Employer and the processing of such grievance shall commence at Level Two.

F. Miscellaneous

(1) Decisions rendered at Levels One, Two and Three herein shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

Decisions rendered at Level Four shall be in accordance with the procedures set forth in sub-paragraph (C)(4), above.

(2) The time limitations indicated at each level should be considered as maximum limitations and binding upon the parties. Every effort should be made to expedite the process. Said time limitations may, however, be extended by mutual agreement in writing.

(3) Reprisals of any nature, kind or degree shall not be taken by the Employer or by its representatives, agents, or employees against any party in interest, any representative or member of the Association or any other participant in the grievance procedure by reason of such participation.

(4) The form for the filing/processing of a grievance shall be mutually agreed upon between the Association and the Employer and will be distributed to Association representatives for use by employees.

(5) Any provision contained within this Article or elsewhere in this Agreement shall not be construed as requiring the Association to submit a grievance to arbitration or to represent an employee in any proceedings instituted with the New Jersey Department of Personnel (formerly the New Jersey Civil Service Commission). The Association's decision to process any grievance at any step or to terminate the grievance proceedings at any step shall be final as to the interests of the grievant and the Association.

(6) Any provision contained within this Article shall not be construed to discourage or prohibit an aggrieved person and/or the Association from pursuing informal efforts with the Employer to effectuate a prompt and amicable resolution of the matter in controversy.

ARTICLE IV. SALARY AND RELATED COMPENSATION

A. Salary

(1) During contract year 2011 there shall be 0% salary increase for all employees. Therefore, salary in effect during contract year 2010 shall remain unchanged. Salaries shall be as set forth in Schedules A and B attached.

(2) For contract years 2012 and 2013, the parties agree to re-open the contract and negotiate a salary for those years only.

(3) Employees Hired After January 1, 2005:

All employees hired after January 1, 2005 shall receive a salary in accordance with the Compensation Schedule set forth in Schedule "B" attached hereto and made a part hereof.

(4) Any employee appearing on payroll as of January 1, 2005 who thereafter

receives a promotion or re-classification so as to assume additional responsibilities or, in recognition of the performance of duties, or in recognition of the performance of duties beyond those required by their existing title from a class or title having a higher salary range, shall reach their maximum salary level within six (6) years/steps of such promotion or reclassification as per Schedule "A". Employees hired after January 1, 2005 shall reach their maximum salary level for their class or title within nine (9) years of their starting date.

B. Overtime Pay

(1) Employees within the Bargaining Unit will be compensated by cash payment at the rate of time and one-half (1 1/2) for all authorized overtime hours accrued in excess of the normal hours of the established work week.

(2) All authorized work performed on Sundays shall be compensated by cash payment at double (2x) the hourly rate of pay.

(3) All authorized work performed on a Holiday shall be compensated by cash payment at double (2x) the hourly rate of pay in addition to and separate from the regular rate of pay for the Holiday pursuant to Article VI(A)(2).

(4) The foregoing overtime pay shall apply retroactively to each employee appearing on payroll as of the stated effective date of this Agreement or date of hire, whichever is applicable herein.

(5) Employees called in to work shall receive a minimum two hour call in time payable at time and one-half regardless of whether the employee is a thirty-five (35) hour or a forty (40) hour week employee. When employees are called in for a snow storm emergency, the minimum two hour call-in is payable from the time the employee answers the call and not from the time the employee punches the time clock.

(6) Subject to any applicable statutory and/or regulatory restrictions, employees may request and receive compensatory time in lieu of cash payment for overtime provided same is approved by Employer in advance and the use of any accumulated compensatory time shall occur within the same calendar year such time is earned and, further, said use shall not interfere with the work assignment(s) or scheduling requirements of the Employer to assure appropriate coverage in any department herein.

C. Continuing Education

The cost of any employee required to participate in state-mandated local government services continuing education courses, workshops or seminars shall be paid for by the Employer in accordance with existing practice.

D. Uniform Maintenance

Employees within the Bargaining Unit employed in the Maintenance/Road

Department shall be provided ten (10) tee shirts per year. Said employees shall be required to wear said tee shirt during hours of employment. Said employees shall also be provided one (1) reflective raincoat to be replaced as needed.

E. Safety Shoes Allowance

Employees within the Bargaining Unit employed in the Maintenance/Road Department shall receive a sum not to exceed Seventy-Five (\$75) Dollars each calendar year by way of reimbursement for safety shoes upon presentment of a paid and itemized receipt or invoice for same. Employee shall be required to wear safety shoes purchased during hours of employment.

F. Meal Allowance

Employees within the Bargaining Unit employed in the Maintenance/Road Department shall receive the sum of Seven (\$7) Dollars every four (4) hours by way of meal allowance during ice and snow removal pertaining only to overtime hours in excess of a normal eight (8) hour day.

G. CDL Reimbursement.

The Employer agrees to reimburse each employee who is required to possess a CDL (Commercial Driver License) the initial \$35.00 fee paid by the employee for the testing process in order to obtain this special license.

ARTICLE V. BENEFITS

A. Health Benefits

(1) Health Care Insurance Coverage

(a) Participation in New Jersey State Health Benefits Program. Employees within the bargaining unit and members of their immediate family shall continue to receive the benefit of participation in the New Jersey State Health Benefits Program at a cost sharing of 1.5% of salary. Health care coverage limited to full time employees (25 or more hours weekly). New hires (effective 1/1/11) will be required to work 35 hours or more weekly to receive Health Care Insurance Coverage.

(b) Dental/Optical. Employees within the Bargaining Unit and members of their immediate family shall continue to receive the benefit of being reimbursed dental and optical expenses incurred by an employee or an eligible member of his or her immediate family subject to the following limitations:

(i) Said reimbursement shall not exceed the sum of Five Hundred (\$500) Dollars each calendar year for an employee with single coverage under the New Jersey State Health Benefits Program and Five Hundred (\$500) Dollars each

calendar year for each member of said employee's family except said reimbursement shall not exceed the aggregate total of Two Thousand (\$2,000) Dollars each calendar year for an employee and all members of said employee's family, i.e. an employee with two eligible family members would be entitled to receive a maximum of Fifteen Hundred (\$1,500) Dollars and an employee with five eligible family members would be entitled to receive a maximum of Two Thousand (\$2,000) Dollars;

(ii) An employee has one (1) month past the end of the year to submit a late bill for reimbursement; (iii) Reimbursement by the Employer shall occur only upon presentment of a paid and itemized receipt/invoice or a copy thereof from the health care provider. Submissions for reimbursement shall not be made more frequently than once a month;

(2) Medicare.

It is not necessary for a Medicare-eligible employee, spouse or dependent child(ren) to be covered by Medicare while the employee remains actively at work. It is required that they enroll in both Parts A and B prior to retirement so that coverage will be effective at the time of retirement. Coverage for an employee within the Bargaining Unit who has not attained the age of sixty-five (65) years but is otherwise eligible for Medicare due to a disability shall be governed by the regulations of the New Jersey State Health Benefits Program.

(3) Cobra Coverage.

Employees who lose entitlement to receive the New Jersey State Health Benefits Program coverage set forth in Paragraph (a), above, shall have the option to individually pay the necessary premiums/fees to continue said coverage to the extent and for the length of time required of the Employer by Federal Law (COBRA).

(4) Non-Participation Election.

In the event an employee who does not have dual coverage chooses not to participate in the health care coverage provided by the Employer, said employee may elect to receive the sum of Two Thousand (\$2000) Dollars on December 1st of each affected year in recognition of the resulting savings to the Employer in healthcare premiums.

(5) Modifications To Existing Coverage

(a) The Employer may not change insurance carriers or plans if said change results in any material modification of the current health benefits or

coverage.

(b) The Association shall have prior notice of any proposed change in insurance carriers or plans to assure that same does not result in any material modification of the current health benefits or coverage.

(6) Limitations On Benefits.

For the purpose of the foregoing health care benefits, "immediate family" shall be limited to the employee, his or her spouse and any unemancipated children of the employee.

(7) SHBP Regulations Controlling.

It is the intention of the parties that any provision of this contract shall control in the absence of any conflicting statutory or administrative regulations of the New Jersey State Health Benefits Program. In the event that a conflict occurs between any provision of this contract and any statutory or administrative regulations of the New Jersey State Health Benefits Program, the regulations of the New Jersey State Health Benefits Program shall prevail herein.

B. Life Insurance

Employees within the Bargaining Unit shall continue to receive the Group Life Insurance Benefits in effect immediately prior to the effective date of this Agreement, specifically a Term Life and Accidental Dismemberment policy with a face value of Five Thousand (\$5,000) Dollars.

C. Temporary Disability Insurance

Employees within the Bargaining Unit shall continue to receive the benefit of participation in the New Jersey Temporary Disability Insurance Plan for public employees subject to the provisions of the afore-described plan and any rules and regulations promulgated thereunder.

D. Retirement Benefits

(1) Accumulated Sick Leave Payment

(a) An employee within the Bargaining Unit who has attained the age of fifty-five (55) years or more and has been employed by Employer for at least ten (10) years shall be entitled upon retirement to receive payment of accumulated unused sick leave earned during said employment.

(b) Payment shall be computed at the rate of One Hundred (100%) per cent of said employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the annual compensation received during the last year of said employee's employment prior to the effective date of

retirement, provided that such payment shall not exceed a maximum sum of Nine Thousand (\$9,000) Dollars.

(c) The foregoing payment shall be paid to the employee in a lump sum within thirty (30) days of the effective date of retirement or, in the event of death, to said employee's estate within thirty (30) days of the date of death.

(2) Continuation of Medical Benefits

(a) An employee within the Bargaining Unit hired on or before January 1, 1994 who has been employed by Employer for at least twenty (20) years, whether continuous or accumulated, and has been enrolled in New Jersey Public Employment Retirement System for a period of twenty-five (25) years shall be entitled upon retirement to continue to participate in the New Jersey State Health Benefit Program set forth in Paragraph (A)(1), above, for the benefit of said employee and members of his or her immediate family subject to the limitations contained therein. Said employee shall also be provided the reimbursement benefit set forth in Paragraph (A)(1)(b), above, subject to the limitations contained therein.

(b) An employee within the Bargaining Unit hired on or after January 1, 1994 who has been employed by Employer for at least twenty (20) years continuously and has been enrolled in New Jersey Public Employment Retirement System for a period of twenty-five (25) years shall be entitled upon retirement to continue to participate in New Jersey State Health Benefit Program set forth in Paragraph (A)(1), above, for the benefit of said employee and members of his or her immediate family subject to the limitations contained therein. Said employee shall also be provided the reimbursement benefit set forth in Paragraph (A)(1)(b), above, subject to the limitations contained therein.

(c) A retiree who leaves the health care network of the health care insurance plan then in effect shall forfeit the aforesaid health care insurance benefits.

(d) Upon an employee attaining the age of sixty-five (65) years and continuing until his or her death, said employee shall have Medicare as primary coverage as well as secondary or supplemental insurance coverage through the New Jersey State Health Benefit Program.

(e) All medical coverage provided by the Employer shall cease upon the death of said employee.

ARTICLE VI. LEAVES OF ABSENCE

A. Leave with Pay

(1) Personal Leave

An employee within the Bargaining Unit shall be entitled to three (3) days of personal leave with pay in each calendar year.

(2) Holiday Leave

(a) An employee within the Bargaining Unit shall receive the following Holiday Leave:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday (3rd Monday of Feb.)	Thanksgiving Day
Good Friday	Friday following Thanksgiving
Memorial Day	Last working day before Christmas Day
Independence Day	Christmas Day

(b) In the event a holiday is enacted by the President of the United States, the Legislature or the Governor of the State of New Jersey in addition to those set forth in subparagraph (a), above, then said holiday will be observed by the Employer.

(c) When a holiday occurs on a Sunday, it shall be observed on Monday and when it occurs on a Saturday, it shall be observed on Friday.

(3) Vacation Leave

An employee within the Bargaining Unit shall be granted the following annual vacation leave with pay for and in each calendar year of employment:

(a) One (1) working day of vacation for each month of employment during the first calendar year of said employment;

(b) Thirteen (13) working days of vacation after one (1) year and through five (5) years of service;

(c) Sixteen (16) working days of vacation after five (5) years and through nine (9) years of service;

(d) Twenty-one (21) working days of vacation after nine (9) years and through fifteen (15) years of service;

(e) Twenty-six (26) working days of vacation after fifteen (15) years and thereafter.

New hires (effective 1/1/11), vacation leave shall be as follows:

(a) One (1) working day of vacation for each month of employment.

(b) Twelve (12) working days of vacation from one (1) to five (5) years of service.

(c) Fifteen (15) working days of vacation from six (6) to twelve (12) years of service.

(d) Twenty (20) working days of vacation from thirteen (13) to twenty (20) years of service.

(e) Twenty-five (25) working days of vacation after the twentieth (20) year of service.

(4) Sick Leave

(a) Employees within the Bargaining Unit shall be entitled to the use of sick leave with pay as follows:

(i) In each calendar year of continuous employment, an employee shall be entitled to fifteen (15) days sick leave. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established policies promulgated by the Department of Personnel. Such leave not utilized shall be accumulated from year to year.

(ii) Newly hired employees shall accumulate sick leave earned on the basis of one (1) day per month of service during his or her initial year of employment.

(b) Sick leave may be utilized by an employee when he or she is unable to perform his or her work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used due to a death in an employee's immediate family or for the attendance of the employee upon a member of his or her immediate family who is seriously ill.

(c) In all cases of illness, whether of short or long term, an employee is required to notify his or her superior of the reason for absence at the earliest possible time but in any event, not less than his or her usual reporting time, or other time as required by the circumstances.

(d) Sick leave for a period greater than five (5) days or totaling more than fifteen (15) days in one calendar year shall be granted only upon production of a certificate of a physician setting forth the reasons for said leave and the anticipated duration of same. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certification of the local health officer.

(5) Family Leave

Employees are eligible for leave entitlements pursuant to the provisions of the New Jersey Family Leave Act or the Federal Family and Medical Leave Act.

(6) Bereavement Leave

(a) An employee within the Bargaining Unit shall be entitled to a bereavement leave of absence with pay not to exceed three (3) consecutive days due to the death of a member of said employee's household or immediate family. Said leave shall not be charged as sick leave.

(b) For the purpose of this provision, "Immediate family" shall be limited to an employee's parent(s), father-in-law, mother-in-law, spouse, child(ren), step children, sibling(s), grandparents, grandchildren, son-in-law and daughter-in-law.

(7) Leave For Work-Related Disability

(a) An employee within the Bargaining Unit disabled because of a work-related injury or illness may, upon recommendation of the Employer and approval of the Department of Personnel, be granted a leave of absence with pay from funds appropriated for this purpose and in accordance with rules and regulations promulgated for same.

(b) Any part of the salary or wages paid or payable to an employee for such leave shall be reduced by the amount of a worker's compensation award received by the employee under the New Jersey Worker's Compensation Act.

(c) Such leave may be granted for a period not to exceed six (6) months from the date of injury or illness and an extension of same not to exceed an additional six (6) months, said leave to be based on medical proof of the injury or illness and the continued disability of such employee.

(d) When such leave is granted, an employee shall not be charged ordinary sick leave or vacation. However, if the approved leave expires, an employee may utilize sick leave or vacation if required to remain off duty.

(e) If an application for leave as described herein is rejected by the Employer, an employee may appeal such rejection in accordance with the rules and regulations promulgated by the Department of Personnel.

(8) Jury Duty/Witness Attendance Leave

(a) Employees within the Bargaining Unit shall be granted leave with pay when summoned to perform jury duty as required by law.

(b) Employees within the Bargaining Unit shall be granted leave with

pay when required by subpoena to appear before a court, legislative committee or judicial or quasi-judicial body.

(c) An affected employee shall notify the Employer immediately of the requirement for the leave described herein and subsequently furnish proof that the employee performed the duty for which the employee was granted such leave.

(9) Military Training

An employee within the Bargaining Unit who is a member of the National Guard, naval militia or a reserve component of any of the Armed Forces of the United States required to undergo annual field training or annual active duty for training shall be granted leave with full pay for such periods as provided by the applicable statute or regulation.

(10) Association Activities

(a) The Employer agrees to provide leave of absence with pay for training programs for one (1) steward and one (1) alternate for which appropriate approval by the Employer is required. A maximum of two (2) days available in each year during the term of this Contract may be utilized for the above-stated purpose.

(b) Written notice from the Association of the authorization of an individual to utilize such leave time shall be given to the Employer at least fourteen (14) working days in advance of the date of such a training session.

B. Leave Without Pay

(1) General

(a) Upon written application to the Employer, an employee within the Bargaining Unit may be granted a leave of absence without pay for a period not to exceed six (6) months and an extension of same not to exceed an additional six (6) months with the approval of the Employer and upon notice to the Department of Personnel.

(b) Further leave in exceptional or emergent circumstances may be granted by the Employer where it is in the public interest to do so upon approval of the Department of Personnel.

(c) Vacation, sick time and personal days shall not accumulate during such leave without pay.

(2) Child Care Leave

Child care leave may be granted by the Employer under the same terms and conditions as all other leaves without pay.

(3) Active Military Service Leave

(a) An employee within the Bargaining Unit who enters upon active duty with the military or naval service in time of war or emergency shall be granted a leave of absence for the period of such service and three (3) months thereafter.

(b) An employee who enlists in a reserve component of the Armed Forces of the United States or is otherwise required to perform an initial period of active duty for training pursuant to the Reserve Forces Act of 1955 (Reserve Enlistment Program) shall be granted a leave of absence without pay for such period of training.

C. Continuation Of Benefits

Except as otherwise specifically set forth elsewhere in this Article, benefits described within this Agreement shall continue to accrue during any approved Leave of Absence unless there is such coverage or benefit provided the employee from other or alternative sources and then the benefits described herein shall be suspended during said alternative coverage.

ARTICLE VII. PERSONNEL

A. Promotion, Transfer and Work Assignments

(1) Promotions

Promotional qualifications and procedures utilized by the Employer will be in accordance with the rules and regulations promulgated by the Department of Personnel.

(2) Transfers

Qualifications and procedures for the transfer of an employee within the Bargaining Unit from one employment classification to another by the Employer will be in accordance with the rules and regulations promulgated by the Department of Personnel.

(3) Work Assignments

(a) An employee within the Bargaining Unit shall fulfill to the best of his or her ability the duties and responsibilities of his or her position.

(b) An employee within the Bargaining Unit transferred or assigned to duties outside his or her employment classification for a period in excess of thirty (30) consecutive calendar days shall receive appropriate compensation on the same basis as if said employee had been provisionally promoted to a classification encompassing said duties.

(c) An employee within the Bargaining Unit working in a supervisory capacity for a full workday shall be compensated at the supervisory rate

otherwise applicable to said employee. Same shall only apply to a day actually worked in said capacity.

B. Discipline

(1) Just Cause

Any discipline of an employee within the Bargaining Unit including, but not limited to, a written reprimand, suspension, fine, demotion or discharge, shall be for just cause and in conformity with applicable regulations of the Department of Personnel. Demotions or discharges resulting from layoffs/bumping procedures required or permitted by the Department of Personnel shall not be considered discipline herein.

(2) Representation

An employee within the Bargaining Unit is entitled to have an Association representative present at any conference or hearing held by the Department of Personnel, any departmental hearing held by the Employer and any conference between an employee and any representative(s) of the Employer which has, as its purpose, the implementation or review of disciplinary action to be taken against an employee.

C. Personnel File

(1) Access

Upon reasonable request, an employee within the Bargaining Unit shall be given the opportunity to review all documentation contained within his or her personnel file. The Employer shall have the right to require said review to take place in the presence of a representative of the Employer at a time specified by the Employer. An employee shall not be permitted to remove the subject file from the premises of Employer.

(2) Notice of Entries

An employee within the Bargaining Unit shall be provided with a copy of any documentation or material, whether adverse in nature or not, which is placed in his or her personnel file. Any material of anonymous origin shall not be placed in an employee's personnel file.

(3) Written Response

An employee within the Bargaining Unit shall be permitted to file a written response to any material in his or her personnel file, either adverse or negative in nature, and such response will be attached to the materials in question and retained in said personnel file.

(4) Applicability

The foregoing provisions shall apply to any file maintained by the Employer with respect to the employment of an individual employee regardless of how such file is characterized by the Employer. Any material subject to the provisions herein withheld from an employee shall not be the basis for any subsequent disciplinary action.

D. State Donated Leave Program

The Employer has adopted the State Donated Leave Program as outlined in N.J.A.C. 4A:6-1.22.

E. State Voluntary Furlough Program

The Employer has adopted the State Voluntary Furlough Program.

ARTICLE VIII. CIVIL SERVICE

This Agreement is intended to comply with the Constitutions of the United States and the State of New Jersey, respectively, the New Jersey Employer-Employees Relations Act, Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A-1 et seq.), as amended, the New Jersey Civil Service Act, Chapter 112 of Laws of 1986 (N.J.S.A. 11A:6-16 et seq.), as amended, all other statutes as enacted by the Legislature of the State of New Jersey applicable to public employees, (whether or not said statutes are specifically referred to in this Agreement), the rules and regulations of the New Jersey Public Employment Relations Commission and the rules and regulations of the New Jersey Department of Personnel (formerly The New Jersey Civil Service Commission). In the event there is a conflict between any term or provision of this Agreement and the foregoing statutory or regulatory provisions, it is the expressed intent of the parties that the foregoing statutory and/or regulatory provisions be deemed controlling and binding upon the parties herein.

ARTICLE IX. MISCELLANEOUS PROVISIONS

A. Savings Clause/Past Practice

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees within the Bargaining Unit, whether established by statute, rule, regulation, resolution, administrative policy, procedure or past practice, shall continue to be so applicable during the term of this Agreement.

B. Severability

It is understood and agreed that, if any provision of this Agreement is determined to be contrary to law, such provision shall not be deemed valid and

subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect, the remaining provisions of this Agreement not being affected thereby.

C. Breach of Agreement

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the further enforcement of the terms and conditions herein.

D. Embodiment of Agreement

This document constitutes the sole and complete agreement between the parties of those terms and conditions governing the employment of employees within the Bargaining Unit as represented by the Association. Upon mutual agreement of the parties, which shall be in writing, the parties may further amplify or interpret the terms and conditions embodied in this Agreement.

E. Printing/Dissemination of Agreement

The Employer shall be responsible for the printing and dissemination of this Collective Bargaining Agreement to each employee in the Bargaining Unit during the term herein.

ARTICLE X. TERM OF AGREEMENT

A. Term

The effective term of this Agreement shall be from January 1, 2011 to December 31, 2013, and year to year thereafter, unless modified by a subsequent Agreement.

B. Negotiation of Successor Agreement

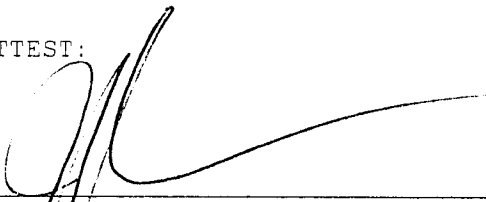
Within ninety (90) days of the expiration date of this Agreement, the parties shall commence negotiations regarding the terms and conditions of a new Agreement. If the Public Employment Relations Commission should modify the afore-described time period in which the parties are obligated to commence negotiations, the time period so modified shall apply herein.

ARTICLE XI. SIGNATURES


IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed on the day and year first above written.

TOWNSHIP OF MAURICE RIVER

ATTEST:



J. Roy Oliver, Township Clerk



Kathy Ireland, Mayor

N.J.C.S.A. CUMBERLAND COUNCIL #18

ATTEST:

Diinda L. Costello
SECRETARY

Debbie A. Hummel
President

Laura R. Fidler
Unit Representative

Steven M. Hageman
Unit Representative

SCHEDULE A
Salary Guide for Employees Hired On or Before January 1, 2005

Title 1

Clerk/Clerk Typist/Account Clerk Step 6 w/ less than 10 years of Service 01/01/05

2011	19.63
2012	TBD
2013	TBD

Title 1 Promotional to Title 1P Senior Clerk/Senior Clerk Typist/Senior Account Clerk Steps 4 through 6 w/ less than 10 years of Service 01/01/05

2011	20.14	20.63	21.12
2012	TBD	TBD	TBD
2013	TBD	TBD	TBD

Title 1P Promotional to Principal Clerk/Principle Clerk Typist/Principle Account Clerk Steps 4 through 6 w/ less than 10 years of Service 01/01/05

2011	21.54	21.95	22.36
2012	TBD	TBD	TBD
2013	TBD	TBD	TBD

Title 2

Senior Clerk/Senior Clerk Typist/Senior Account Clerk Step 6 w/10+ /<15 years of Service as of 01/01/05

2011	21.18
2012	TBD
2013	TBD

Title 2 Promotional Steps to Principal Clerk/Principal Clerk Typist/Principal Account Clerk Steps 4 through 6 w/10+ /<15 years of Service as of 01/01/05

2011	21.59	21.99	22.41
2012	TBD	TBD	TBD
2013	TBD	TBD	TBD

Title 3

Principal Clerk/Principle Clerk Typist/Principle Account Clerk Step 6 w/15+ /<20 years of Service as of 01/01/05

2011	22.46
2012	TBD
2013	TBD

Title 4

Principal Clerk/Principal Clerk Typist/Principal Account Clerk Step 6 w/20 + years of Service 01/01/05

2011	22.51
2012	TBD
2013	TBD

Title 5

Deputy Municipal Clerk Step 6 w/15+ /<20 years of Service as of 01/01/05

2011	23.77
2012	TBD
2013	TBD

Title 6

Supervisor, Public Works or Supervisor, Road Department with 20+ years of Service 01/01/05

2011	26.09	26.60	27.11	27.58	28.10	28.61
2012	TBD	TBD	TBD	TBD	TBD	TBD
2013	TBD	TBD	TBD	TBD	TBD	TBD

Title 7

Heavy Equipment Operator Step 6 w/10 +/-<15 years of Service as of 01/01/05

2011	24.33
2012	TBD
2013	TBD

Title 7 Promotional to Supervisor, Public Works or Supervisor, Road Department
w/10 +/-<15 years of Service as of 01/01/05

2011	26.02	26.52	27.01	27.51	28.03	28.51
2012	TBD	TBD	TBD	TBD	TBD	TBD
2013	TBD	TBD	TBD	TBD	TBD	TBD

Title 8

Truck Driver Step 6 w/less than 10 years of Service as of 01/01/05

2011	23.64
2012	TBD
2013	TBD

Title 8 Promotional to Title 8P Heavy Equipment Operator w/less than 10 years of Service as of 01/01/05

2011	24.28
2012	TBD
2013	TBD

Title 8P Promotional to Supervisor, Public Works or Supervisor, Road Department
w/less than 10 years of Service as of 01/01/05

2011	25.98	26.46	26.97	27.47	27.97	28.46
2012	TBD	TBD	TBD	TBD	TBD	TBD
2013	TBD	TBD	TBD	TBD	TBD	TBD

Title 9

Senior Citizens Program Aide Step 6 w/10 +/-<15 years of Service as of 01/01/05

2011	16.94
2012	TBD
2013	TBD

Title 10

Municipal Court Administrator Step 6 w/ 20+ years of Service 01/01/05

2011	40,703.00
2012	TBD
2013	TBD

SALARY SCHEDULE B

Employees Hired after January 1, 2005

Clerk/Clerk Typist/Account Clerk

2011	10.54	11.61	12.69	13.77	14.83	15.92	16.99	18.07	19.20
2012	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2013	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Senior Clerk/Senior Clerk Typist/Senior Account Clerk

2011	12.00	13.09	14.18	15.26	16.34	17.44	18.53	19.61	20.71
2012	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2013	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Principal Clerk/Principal Clerk Typist/Principal Account Clerk

2011	13.47	14.51	15.57	16.61	17.68	18.72	19.79	20.83	21.93
2012	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2013	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Deputy Municipal Clerk

2011	10.54	12.12	13.69	15.28	16.86	18.43	20.01	21.60	23.23
2012	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2013	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Municipal Court Administrator

2011	16,744.00	19,019.00	21,307.00	23,595.00	25,857.00	28,145.00	30,433.00	33,878.00	34,983.00
2012	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2013	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Deputy Municipal Court Administrator, Hourly

2011	10.54	11.49	12.44	13.38	14.33	15.28	16.22	17.17	18.11
2012	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2013	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Supervisor, Road Department with Public Works Credentials

2011	18.14	19.39	20.62	21.86	23.10	24.35	25.60	26.84	28.08
2012	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2013	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Supervisor, Road Department without Public Works Credentials

2011	16.96	18.07	19.18	20.27	21.37	22.47	23.58	24.67	25.77
2012	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2013	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Heavy Equipment Operator

2011	12.29	13.73	15.19	16.64	18.09	19.55	21.00	22.45	23.90
2012	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2013	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Truck Driver

2011	10.82	12.38	13.95	15.50	17.06	18.62	20.17	21.72	23.28
2012	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2013	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Laborer

2011	9.37	10.48	11.59	12.71	13.82	14.94	16.03	17.15	18.27
2012	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2013	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Senior Citizen's Program Aide

2011	8.37	9.11	9.84	10.59	11.32	12.06	12.80	13.53	14.27
2012	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2013	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD