

AGREEMENT
BETWEEN
THE TOWNSHIP OF MULLICA
AND
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
AFL-CIO COUNCIL 71, LOCAL 2512A
FOR
MEMBERS OF THE TOWNSHIP ROAD DEPARTMENT
2004 - 2006

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1. PREAMBLE

This Agreement entered into by the Township of Mullica, in the County of Atlantic, hereinafter referred to as the “Employer” and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, ALF-CIO, LOCAL 2512A, hereinafter referred to as the “Union”, has as its purpose the harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of pay, hours of work, and other conditions of employment. This agreement shall be consistent with Chapter 303, NJ State Laws, and the resolutions and policies of the Township of Mullica.

2. RECOGNITION

The employer recognizes the Union as a bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all its employees in the classifications listed under Appendix “A” attached hereto and by this reference made a part of this agreement and for such additional classifications as the parties may later agree to include.

3. MANAGEMENT RIGHTS

The jurisdiction and authority of the employer over matters not covered by this agreement are expressly reserved and implied by the employer and become the sole right of management to manage.

This agreement shall be effective with the adoption of this contract by both parties and shall remain in full force and effect until the thirty-first day of December 2006. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other, in writing, ninety (90) calendar days prior to the expiration date, that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than sixty (60) days prior to the expiration date.

4. CHECK OFF

The Township agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of AFSCME Council 71 and the aggregate deductions of all employees shall be remitted to the Office of AFSCME Council #71, together with a list of the names of all employees for whom the deductions were made by the tenth day of the succeeding month after such deductions are made.

The employees covered by this agreement may only request a deduction for the payment of dues to the duly certified majority representative named herein.

The effective date of termination of dues deductions to the majority representative shall be in January and July next succeeding the date on which the notice of withdrawal is filed with the employer.

Any employee in the bargaining unit on the effective date of this agreement, who does not join the union within thirty days thereafter, and any employee who does not join within thirty days of initial employment within the bargaining unit, and any employee previously employed within the unit who does not join within ten (10) day of re-entry into employment with the unit, shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee to the Union shall be in an amount equal to eighty-five (85%) of the regular union membership dues, fees and assessment as certified to the Employer by the representation fee at any time to reflect changes in the regular union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Union remains the majority representative of the employees in the Unit, provided no modification is made in this provision by a successor agreement between the Union and the Employer.

The Union shall indemnify and hold the Employer harmless against any and all claims, demand, suites and any other forms of liability that may arise out of, or be reason of any action taken or not taken by the employer in conformance with this provision. The Union shall intervene in and defend any administrative or court litigation concerning this provision; in any such litigation, the employer shall have no obligation to defend this provision, but shall cooperate with the Union in defending this provision.

5. EQUAL TREATMENT

The employer and the Union agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, physical or mental handicap, political affiliation, union membership of union activity.

6. STRIKE AND LOCK-OUTS

In addition to any other restriction under the law, the Union will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, interference with or stoppage of the employer's work, provided the employer follows the Grievance Procedure for which provision is made herein and the Employer shall not cause any lock-out.

If either of the parties, or in any person violates this section, then such parties or person shall be responsible for any damages resulting as a matter of consequence of such action and such damages may be recovered by appropriate action instituted in the County of Atlantic of the Superior Court of New Jersey.

7. GENERAL PROVISIONS

Bulletin Boards will be made available by the Employer at Town Hall and the Municipal Garage for the use of the Union, for the purpose of posting Union announcements and other construction information.

Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree to commence negotiation relative to the invalidated portion.

It is agreed that representatives of the Employer and the Union will meet from time to time upon request of either party to discuss matters of general interest of concern, matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, which shall reflect the agenda of the meeting.

8. GRIEVANCE PROCEDURES

Any grievance of dispute that might arise between the parties with reference to the application, meaning or interpretation of this agreement shall be settled in the following manner:

STEP1: The aggrieved employee or the Union Steward, at the request of the employee, shall take up the grievance or dispute with the employee's immediate supervisor within a ten (10) working day period. If not taken up within that time period it shall be deemed to constitute abandonment of the grievance. Upon proper presentation of the grievance, the supervisor shall then attempt to adjust the matter and shall respond to the employee or steward within three (3) working days.

STEP 2: If the grievance has not been settled, it shall be presented in writing by the Union Steward (or Union Grievance Committee or employee) to the mayor within five (5) working days after the response of the supervisor is due. The Mayor shall meet with the Union steward (or the Union Grievance Committee or employee) and respond in writing within three working days.

STEP 3: If the grievance is not settled through the intervening steps, either party shall have the right to submit the dispute to arbitration providing such request is made no later than fifteen (15) working days after decision at Step 2. The grievance shall be submitted to arbitration pursuant to the rules and regulations of Public Employment Relations Commission. The costs for the services of the arbitration shall be borne equally by the Township and the Union.

No employee shall be denied his or her compensation for appearance as a witness in accordance with this Article.

(A) The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

(B) The arbitrator shall be bound by the provision of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding upon the parties and the reasons therefore shall be in writing.

Agents of the Union who are not employees of the employer will be permitted to visit the employees during working hours at their workstations for the purpose of discussing Union representation matters, so long as such right is reasonably exercised and there is no undue interference with work progress. Such representative shall be recognized by the employer as an authorized spokesperson for the Union in the matters between parties regarding employee representation matters.

The Employer and the Union agree in conjunction with the Grievance Procedure each will give reasonable consideration to request of the party for meeting to discuss grievances pending at any step of the Grievance Procedure.

9. DISCIPLINE

Disciplinary action may be imposed upon any employee only for failing to fulfill his responsibility as an employee. Any disciplinary action must go through the regular Grievance Procedure.

If the immediate supervision has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

The employer shall not discharge any employee without just cause. Except where violence and/or the health and safety of other employees may be involved, the employer shall give the Union notice of the discharge of any employee. If the discharge takes place, the Union and individual will be given a written notice of discharge and the Grievance Procedure may be invoked.

10. SENIORITY

In all cases of demotion, layoffs, recall, vacation schedules and other situations where substantial employee advantage or disadvantages are concerned, an employee with the greatest amount of seniority shall be given preference, provided that he has the ability to perform the work involved in the job title.

11. PERFORMANCE REVIEW

All employees covered under this agreement shall be evaluation two (2) times before the sixty (60) day working probationary period. Upon completion, each employee will be notified of his/her evaluation and will be given the opportunity to review the evaluation with the Supervisor who prepared it. Employees will be evaluation as either satisfactory or unsatisfactory. Employees may appeal an unsatisfactory rating to the next level of supervisor above the evaluator. Upon receiving a satisfactory rating at the sixty (60) day evaluation, the employee may receive an increase within his salary range of \$.50 per hour.

12. WORK SCHEDULES

The regularly scheduled workweek shall consist of five (5) consecutive eight (8) hour days – Monday through Friday.

Neither the regular starting time of work shifts, nor the work shifts themselves, will be changed without reasonable notice to the affected employees and Union representatives.

When the nature of the work involved requires continuous operations on a twenty-four hour per day, seven (7) days per week basis, employees so assigned will have their schedule arranged in a manner which will assure, on a rotation basis, that all employees will have an equal share of Saturdays and Sundays off, distributed evenly throughout. Employees assigned to the landfill shall be scheduled Tuesday through Saturday, or Sunday through Thursday.

13. REST PERIOD

All employees' work schedule shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift, or whenever authorized by the immediate supervisor.

14. OVERTIME

Overtime refers to all work performed beyond forty (40) hours per week. Overtime work will be evenly distributed as equally as possible among employees within the same job title. Overtime work shall be voluntary, except in an emergency. There shall be no discrimination against any employee who declines to work overtime in normal situations. All overtime shall be paid promptly in the next regular payroll check after the overtime is performed.

The regular hourly rate will be calculated via the following formula: Annual salary divided by 2080 hours.

The overtime rate will be calculated via the following formula: [(Annual salary plus longevity) divided by 2080 hours)] x 1.5.

All employees shall be entitled to receive time and one-half (1 ½) including longevity under the following conditions:

All work performed on Saturday, except for employees assigned to the landfill

All work performed in excess of forty hours in any one week

Employees assigned to the landfill shall be compensated at time and one-half of his/her regular hourly pay plus longevity for work performed on his/her sixth day of work.

Double time the employee's regular hourly rate of pay, including longevity will be paid for work performed under the following conditions:

All work performed on Sunday, except for employees assigned to the landfill

Employees who perform work on his/her seventh (7th) day of work.

Should any employee be called in for extra duty during the employee's off duty time, the employee shall be entitled to Call-in Pay. Call-in Pay shall be a guarantee of four (4) hours at their regular hourly rate. Anything over four (4) hours in emergency call-in time will be paid at time and one-half their normal hourly rate, plus longevity.

The following will be regarded as hours worked for the purpose of computing overtime: 1. All hours actually worked; 2. Holidays (scheduled), including administrative days (personal); 3. Vacations; 4. Compensatory time. Sick time will not be included for the purpose of computing the overtime base.

15. RATE OF PAY

The pay scales for all employees covered under this agreement shall be set forth in Appendix "A" attached.

16. LONGEVITY PAYMENT

Upon the completion of the third full continual year of non-interrupted service, employees shall receive the amount of one hundred fifty (\$150.00) dollars per year of service. In further detail and explanation hereof, any employee with three years of such continual, non-interrupted service, upon the anniversary date of the third year of such service, the employee shall receive four hundred fifty dollars (\$450.00); an employee with four years of continual non-interrupted service, upon the anniversary date of said fourth year of service, shall receive six hundred dollars (\$600.00); an employee with five years of such continual, non-interrupted service, shall receive seven hundred fifty dollars (\$750.00) upon the anniversary date of such fifth year. This will continue up to a maximum of 20years service with a maximum payment of \$3,000.00

As of January 1, 2005, the amount of longevity earned will be added to the employee's base salary, after applicable salary increases have been given, to include the longevity compensation based upon the total of his/her creditable years of service with the Township. Such additional longevity pay shall be included along with the base salary and paid bi-weekly.

Employees hired after December 31, 1997 shall not be entitled to longevity

17. CLOTHING ALLOWANCE

The Township agrees to provide employees the following clothing:

Work Gloves: These will be purchased by the Township and provided as needed to the individual employee.

Hard Hats: These will be purchases by the Township and provided as needed to the individual employee.

One (1) pair of steel-toed work boots annually: These are to be purchased by the individual employee and the receipt for this purchase is to be submitted to the Township's Finance Office for timely reimbursement to the employee.

In addition, each member shall receive \$300 per year for the purpose of maintaining and purchasing appropriate work attire. One lump sum payment shall be made the first pay period in May.

18. EDUCATION

Any employee taking courses approved by the Township which are job related to their employment will be reimbursed by the Township for the cost of such courses and required materials upon submission of a passing grade and evidence of completion of such courses, whether same be of undergraduate level or otherwise.

19. HEALTH INSURANCE

All full-time employees covered under this agreement shall be entitled to the minimum New Jersey Health Benefits System and/or HMO as is available to any and all other employees of the Township of Mullica, provided by the Employer, and paid for the Employer.

Beginning January 1, 1996 an employee desiring to have full family coverage for all insurance benefits must produce evidence that he/she is the primary insurance provider for the family. If this proof is not presented the responsibility for health related benefits for the individual by the Township would be restricted to payment for single coverage and not family coverage.

20. DISABILITY

All employees will be automatically covered by the State of New Jersey Disability Program. All cost applicable to the Employer, as required by this program will be borne by the Township. All cost applicable to the individual employee will be borne by the individual employee. The township will be responsible for the difference between the amount received as compensation and his/her regular salary during the period of temporary disability.

21. WORKER'S COMPENSATION

When an employee is injured on duty, he is to receive worker's compensation benefits due him, plus the difference between that amounts so received as compensation and his salary during this period of such temporary disability. The Township shall be responsible for the difference in salary. If the employee has to visit his doctor during his regular scheduled working hours to receive additional medical treatment, he shall receive this regular pay for such time.

As all employees covered by this agreement are considered as salaried employees, they will receive their normal pay for the specific date and be considered as having worked a normal day and not be charged for sick, vacation or administrative time.

22. UNPAID LEAVE

Leaves of absence for a period of six (6) months may be granted for any reasonable purpose, and such leave may be extended or renewed for an additional six (6) months, with the approval of the Township Committee.

Military Service Any employee who is a member of a reserve force of the United States or of the State who is ordered by the appropriate authorities to attend a training program or perform other duties under supervision of the United States or this State shall be granted a leave of absence during the period of such activity. Such duty is not to exceed three (3) weeks.

Any employee returning from an authorized leave of absence as set forth herein will be restored to his original classification at the then appropriate rate of pay, with no less seniority, or other employee rights, privileges or benefits. Any employee who enters into active service in the Armed Forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of military service (with no loss of benefits).

23. PAID LEAVES

A. Bereavement

When a member of the “immediate family is deceased, that member shall be granted five (5) working days of paid leave. The “immediate family” shall include spouse, fiancée, children, step-children, parents, grandparents, grandchild, sister, brother, brother and sister-in-law, mother and father-in-law, grandparent-in-law, common law spouse, and any other person living in the employee’s household for one (1) year.

For aunt, uncle, nephew, niece and first cousin, the employee shall be granted off for the day of burial only.

B. Jury Duty

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty. Employees are required to supply the Township Clerk with a copy of all notices of all pending jury service upon receipt by the employee.

24. VACATION

When in any calendar year the vacation time, or any part thereof, is not used, the amount of vacation time not taken shall be accumulated to the employee's credit from year to year.

Employees will be permitted to carry a maximum of two full years vacation time: the current year and the prior year. On December 31st of each year all used prior year vacation time will be lost. An employee requesting vacation leave shall submit his/her request three days in advance of requested time. The employer shall respond to said request no later than 24 hours after receipt of said request.

Employees hired prior to January 1, 2004 shall be entitled to the following annual vacation days for the duration of the contract.

1 to 5 years	15 days
6 to 10 years	20 days
11 to 15 years	25 days
16 to 19 years	30 days
20+ years	35 days

During an employee's first year of service, vacation time shall be pro-rated, earning one day per month, not to exceed 10 days. Thereafter, the aforementioned schedule shall apply.

Employees hired after January 1, 2004 shall be entitled to the following annual vacation days for the duration of the contract.

1 year	5 days
2 years	10 days
3 to 5 years	15 days
6 to 10 years	20 days
11 to 15 years	25 days
16 to 19 years	30 days
20+ years	35 days

25. SICK DAYS

Employees in the service of the Employer shall be entitled to the following sick leave of absence with pay:

A. For employees hired as of January 1, 1985, one day of sick leave with pay will be granted for each month of service, from the date of employment up to and including December 31, next following such date of employment, not to exceed twelve (12) days, and twelve (12) days sick leave with pay for each calendar year thereafter. If any employee requires none or only a portion of such allowable sick leave for the calendar year, the amount of such sick leave not taken shall accumulate to his/her credit from year to year, and he shall be entitled to such accumulated sick leave with pay if and when needed. However, accumulated sick leave upon retirement or termination shall not in any event exceed the two (2) years preceding leave, for the purpose herein, is defined to include the absence from duty if any employee is unable to perform the usual duties of his/her position due to exposure to contagious diseases and a short period of emergency attendance upon a member of his/her immediate family becoming critically ill and requiring the presence of such employee.

B. For employees hired after June 1, 1985, one day of sick leave shall be granted for each month of service, from the date of employment up to and including December 31, next following such date of employment, not to exceed seven (7) days, and twelve (12) days leave with pay for each calendar year thereafter. If any employee requires none or only a portion of such allowable sick leave for the calendar year, the amount of such sick leave not taken shall accumulate to his/her credit, up to a maximum of twenty-four (24) days beginning January 1, 1998. All earned time currently on record prior to January 1998 shall remain credited to the employee's time balance.

However, accumulated sick leave, upon retirement or termination, shall not in any event exceed two (2) years preceding termination of services, i.e., being a maximum of twenty-four (24) days. Sick leave is as defined in Section 25A above.

C. Any employee absent due to illness for more than three (3) consecutive days shall provide the Township with a note from a certified physician identifying the reason for the absence and a certification that the employee is able to return to work.

D. Any employee who does not expect to work because of personal illness or for any reasons included in the definition of sick leave hereinafter set forth shall notify his immediate supervisor by telephone or personal message within two (2) hours after the beginning time of the employee's shift; if not, then he/she shall be absent without pay.

E. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certificate of any Department of Health.

26. PERSONAL DAYS

All employees shall receive four (4) personal days per year. Said days to be non-cumulative. The fourth (4th) personal day may be used by all employees any day of the year, entirely at the discretion of the employee.

27. HOLIDAYS

The following days are recognized as holidays:

New Year's Day	Martin Luther King's Birthday
President's Day	Good Friday
Memorial Day	July 4 th
Labor Day	Columbus Day
General Election Day	Veteran's Day
Thanksgiving Day and the Day After	
Christmas Day	

If Federal or State Government designates a different date for any of the above holidays to be taken, if said holiday falls on a weekend, Township employees shall be entitled to take that designated day rather than the weekend day.

28. RETENSION OF BENEFITS

All conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to the Township's Charter, Ordinances, and Rules and Regulations. As provided in N.J.S.A. 40A:10-23, and Township Resolution adopting provisions of Chapter 48, P.L. 1999, upon retirement after 25 years of service with the Township of Mullica, or becoming totally disabled, employees covered by this Agreement shall retain and enjoy all medical, optical, dental, health and prescription benefits to the extent all other Mullica Township employees are receiving. Such benefits shall be continually paid by the Township.

29. TERMINATION

IN WITNESS TO THE RATIFICATION OF THE TERMS AND CONDITIONS OF THE AFOREMENTIONED AGREEMENT AND CONTRACT, the said Township of Mullica, a Municipal Corporation, a party of the first part, has caused its corporate name to be hereunto subscribed by its Mayor of the Township Committee and attested by the Clerk of the Township, and its corporate seal to be hereunto affixed by the said Township Clerk, and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 2512-A, a Union Association, party of the second part, has hereunto caused its Union name to be hereunto subscribed by its representatives on the day and year first above written.

TOWNSHIP OF MULLICA

AFSCME, AFL-CIO, LOCAL 2512-A

By: _____

By: _____

Attest: _____

Attest: _____

Seal:

Ratified by Township Committee:

By: _____

Dated: _____

Appendix A – Salary Scales

	<u>2004</u>	<u>2005</u>	<u>2006</u>
Heavy Equipment Operator	\$24,395 to \$35,099	\$24,395 to \$36,591	\$24,395 to \$38,146
Hourly Rate	\$11.73 to \$16.87	\$11.73 to \$17.59	\$11.73 to \$18.34
Light Equipment Operator	\$22,152 to \$26,832	\$22,152 to \$27,972	\$22,152 to \$29,161
Hourly Rate	\$10.65 to \$12.90	\$10.65 to \$13.45	\$10.65 to \$14.02
Laborer	\$19,760 to \$21,840	\$19,760 to \$22,768	\$19,760 to \$23,736
Hourly Rate	\$9.50 to \$10.50	\$9.50 to \$10.95	\$9.50 to \$11.41
Part-time Laborer	\$9 to \$12 per hour	\$9 to \$12 per hour	\$9 to \$12 per hour

Upon adoption of this contract, Harvey Caldwell shall move to the top scale of Light Equipment Operator, \$26,832 for the year 2004. Charles Siciliano shall be moved within the range of Light Equipment Operator to \$22,568 (\$10.85 per hour) for the year 2004.