

2674

AGREEMENT
BETWEEN
THE TOWNSHIP OF MULLICA
AND
AMERICAN FEDERATION
STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO LOCAL 2512-A
FOR
MEMBERS OF THE MULLICA TOWNSHIP ROAD DEPARTMENT
1993 - 1995

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, AFL-CIO LOCAL 2512-A, hereinafter referred to as the "Union," has as its purposes 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 polices of the Township.

1. Recognition

The Employer recognizes the Union as the 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.

2. 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 deduction of all employees shall be remitted to the Office of AFSCME Council #71, together with a list of the names of all employees for who 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 files 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) days 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%) percent of the regular union membership dues, fees and assessment as certified to the Employer by the Union. The Union may revise its certification of the amount of 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, suits 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.

3. Work Schedules

The regularly scheduled work week 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.

4. Overtime

Overtime refers to all work performed beyond 40 hours per week.

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

The rate of one and one-half the employees regular hourly rate of pay shall be paid for work under the following conditions:

A. All work performed on Saturday, except for Employees assigned to the landfill.

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

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

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

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

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

Overtime work will be distributed as equally as possible among employees within the same job title.

All overtime shall be paid promptly in the next regular payroll check after the overtime is performed.

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.

Call-In Time for Road Department Employees. Call-in pay shall be a guarantee of four hours at their regular hourly rate. Anything over four (4) hours in emergency call-in time will be paid at time and one-half of their normal hourly rate.

5.0 Rates of Pay

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

An employee shall be paid the rate for his own job title when performing work of a lower job title.

6.0 Insurance

All employees covered under this agreement shall be entitled to the minimum New Jersey health benefits Systems and/or HMO as is available to any and all other employees of the Township of Mullica, provided by the Employer and paid for by the Employer

Beginning January 1, 1994 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 will be restricted to payment for single coverage and not family coverage

The Township shall contribute to the South Jersey Health and Welfare fund the sum of \$350.00 per annum, per employee for 1993. In 1994 this amount is to be increased to \$375.00 and in 1995 to \$400.00.

7. Paid Leaves

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

A. For employees employed as of January 1, 1985, one working day of sick leave with pay 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 termination of services, i.e. being a maximum of twenty-four (24) days. Sick leave, for the purpose herein, is defined to mean absence from duty if any employee is unable to perform the usual duties of his 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 working day sick leave for each month of service, from 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 sick leave with pay for each calendar year thereafter. If any such employee requires none or only a portion of such allowable sick leave for the calendar year, the amount of such leave not taken shall accumulate to his credit from year to year.

However, accumulated sick leave, upon retirement or termination, shall not in any event exceed the two(2) years preceding termination of services, i.e., being a maximum of twenty-four (24) days. Sick leave is as defined in Section 7.1-A above.

C. If any employee is absent for a period of five (5) consecutive calendar days, for any of the reasons set forth in the above rule, the employer shall require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee will be absent shall be stated on the doctor's certificate provided to the Township.

D. Any employee who does not expect to work because of personal illness or for any of the reasons included in the definition of sick leave hereinafter set forth shall notify his immediate superior by telephone or personal message within two (2) hours after the beginning time of the employee's shift; if not, then he 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.

Jury Duty

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service,

Employees are required to supply the Township Administrator with a copy of all notices of all pending jury service upon receipt by the Employee) Employees are required to remit to the Township all moneys received for jury duty (excluding mileage fees as paid by the Court).

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, sisters, brother, brothers-and-sisters-in law, mother-and-father-in law, grandparents-in-law, common law spouses, and any other person living in the employees 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.

8. Unpaid Leave

Leave 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) month, with the approval of the Township Council.

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 the 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).

9. 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 amount so received as compensation and his salary during this period of such temporary disability, or the employee shall receive his regular pay from the Township, and in that event shall turn over to the Township his temporary disability payments received from the worker's compensation benefits. If the employee has to visit his doctor during his regular scheduled working

hours, to receive additional medical treatment, he shall receive his 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/administrative time

The Township of Mullica agrees to petition the State of New Jersey during the 1993 open enrollment period for inclusion in the State Disability Program. Upon Township acceptance into this program all employees will be automatically covered by this program. All costs applicable to the Employer, as required by this program will be borne by the Township. All costs applicable to the individual employee will be borne by the individual employee.

10. 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 if 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.

11. 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 or union activity.

12. 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 discharge takes place, the Union and the individual will be given a written notice for discharge and the Grievance Procedure may be invoked.

The Union shall have the right to take up the suspension and/or discharge as a Grievance Procedure, and the matter shall be handled in accordance with this procedure, including arbitration.

13. Rest Period

All employee's 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. Miscellaneous

Provision of N.J.S. Title 36 shall apply on other holiday leave

15. Grievance Procedure

Any grievance or 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:

Step 1: 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 present 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 the public employment relations commission. The costs for the services of the arbitrator shall be borne equally by the Township and the Union.

No employee shall be denied his 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 work stations 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 spokesmen 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 requests of the party for meeting to discuss grievances pending at any step of the Grievance Procedure.

16. 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 constructive 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.

Employees hired after January 1, 1989 shall serve a ninety (90) day probationary period. Upon completion of the probationary period, said time shall be counted toward employees seniority, starting with his/her original starting date.

17. 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.

18. 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 4TH
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.

19. Vacation

Employees in the Township shall be entitled to the following annual vacation days for the duration of this contract.

A. 1 to 5 years	15 days
B. 6 to 10 years	20 days
C. 11 to 15 years	25 days
D. 16 years and above	30 days

D. During an employees 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.

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 unused 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.

Personal Days

All employees shall receive four (4) personal days per year. Said Days to be non-cumulative.

20. Management

The jurisdiction and authority of the employer over matter 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, 1992. 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.

23. 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, graduate level or otherwise.

24. Retention of Benefits

Upon retirement, all employees covered by this agreement shall retain and enjoy all medical benefits as other employees employed by the Township of Mullica after twenty five (25) years of service.

25. 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, to be payable on the first pay period after the anniversary date of the third or later year. 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) on the next ensuing pay period; an employee with four years of continual non-interrupted service, upon the anniversary date of said fourth year of such service, shall receive six hundred dollars (\$600.00) on the next following pay period; an employee with five years of such continual, non-interrupted

service, upon the anniversary of said fifth year of such service, shall receive seven hundred fifty dollars (\$750.00) on the next ensuing pay period, etc. This will continue up to a maximum of 20 years service with a maximum payment of \$3,000.00.

26. 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 purchased by the Township and provided as needed to the individual employee.

1 pair 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.

27. Road Foreman Title

The Union agrees to the creation of the title of Road Foreman within the Department of Public Works. The Foreman will not have disciplinary authority. The Foreman will direct the men to perform certain tasks and hold them accountable for their performance. He will be the first line of supervision to whom his men will report and to whom they will turn to report sickness, vacation time and personal leave.

The Foreman title will continue to be included in the Unit unless and until the title is removed from the Unit through an order by the Public Employment Relations Commission. The Township retains its statutory right to file a unit clarification petition with PERC concerning this title.

28. 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 President of the Township Council and attested by the Clerk of the said 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 Union Association, part

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

BY: 
George Ramp, Mayor

BY: 
Emanuel Murray
Staff Representative

ATTEST: 
Mary Lou Simon, Clerk

ATTEST: 
Shop Steward

SEAL:

SEAL:

RATIFIED BY TOWNSHIP COUNCIL

BY: 
Council President

DATED: June 22, 1993

Appendix "A"

Effective January 1, 1993, and annually thereafter, a fixed annual stipend of \$1,600.00 is to be paid to the employee, designated by the Township as Road Foreman.

Effective January 1, 1993, all employees salaries, for persons in the Township's employ at the time of approval of this contract, shall be increased by four point eight (4.8%) percent above their current base salary. This shall be retroactive to January 1, 1993 and paid in a timely fashion.

Employee	Current	Increase	New Salary
Duke Ford	23,133.00	1,110.38	24,243.38
Mike Morse	21,600.00	1,036.80	22,636.80

Effective January 1, 1994, all employees salaries in the Township's employ at the time of approval of this contract shall be increased by five point five (5.5%) percent above their 1993 annual salary.

Employee	Current	Increase	New Salary
Duke Ford	24,243.38	1,333.39	25,576.77
Mike Morse	22,636.80	1,245.02	23,881.82

Effective January 1, 1995, all employees salaries in the Township's employ at the time of approval of this contract shall be increased by six (6.0%) percent above their 1994 annual salary.

Employee	Current	Increase	New Salary
Duke Ford	25,576.77	1,534.61	27,111.38
Mike Morse	23,881.82	1,432.91	25,314.73