

# 2671

AGREEMENT  
BETWEEN THE  
TOWNSHIP OF MULLICA  
AND THE  
MULLICA TOWNSHIP EMPLOYEES ASSOCIATION

JANUARY 1, 1993 - DECEMBER 31, 1995

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**ARTICLE I**  
**PREAMBLE**

AGREEMENT dated the            day of            , 1995, by and between the TOWNSHIP OF MULLICA, a municipal corporation of the State of New Jersey, hereinafter referred to as the "TOWNSHIP", and the MULLICA TOWNSHIP EMPLOYEES ASSOCIATION, hereinafter referred to as "ASSOCIATION".

**ARTICLE II**  
**PURPOSE**

This Agreement is entered into pursuant to the provisions of Chapter 124, Laws of 1975, of the State of New Jersey, as amended to promote and ensure harmonious relations, cooperation and understanding between the Township and the Association; to prescribe the rights and duties of the Township and Association; to provide for the resolution of legitimate grievances, all in order that the public services shall be expedited and effectuated in the best interest of the people of the Township of Mullica and its employees of the Township.

**ARTICLE III**  
**INTERPRETATION**

It is the intention of the parties that this Agreement be construed in accordance with the rules and regulations, laws and the Statutes of the State of New Jersey as well as the ordinances of the Township of Mullica, as they pertain to this Agreement upon execution and the terms herein.

**ARTICLE IV**  
**RECOGNITION**

A. The Township of Mullica recognizes the Mullica Township Employees Association as the exclusive negotiating agent and representative for all non-supervisory employees including the Deputy Tax Collector, Deputy Court Clerk, and the Deputy Township Clerk, all which are included in the bargaining unit in accordance with the certification by Public Employment Relations Commission (P.E.R.C.), Docket No. RO-89-116.

B. The Township agrees that the Associations has the right to negotiate for employees within its unit as to rates of pay, hours of work, fringe benefits, working conditions, safety conditions, procedures for adjustment of disputes and grievances, and all other related matters as contained in this Agreement relating to employment.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

A. Definition

A grievance is any dispute between parties concerning the application or interpretation of this Agreement of any complaint by any employee as to any action or non-action taken toward him/her which violates any right arising out of his/her employment.

B. Procedures

Step 1: The aggrieved or the Association shall institute action under the provisions hereof within ten (10) working days after the event giving rise to the grievance has occurred, or reasonable knowledge thereof, and such action will be taken up in writing with the employee's immediate supervisor. Failure to act within ten (10) working days shall be deemed to constitute an award of the grievance (or decision in the aggrieved employee's favor). If a department head has a grievance, such aggrieved party shall immediately proceed with step two.

Step 2: If no agreement can be reached after Step 1, the employee of the Association may present the grievance in writing within ten (10) working days of receiving the response of the immediate supervisor to the Business Administrator. The Business Administrator will answer the grievance in writing within ten (10) working days of receipt of the written grievance. If not settled to the satisfaction of the aggrieved party then the party may proceed to Step 3.

Step 3: If the grievance is not settled by the steps above the Business Administrator or the aggrieved party may move the grievance to the Mayor and Council. The matter shall be discussed between the Mayor and Council who shall file a written response to the grievance within fifteen (15) days of submission to them. If the grievance is not settled in this manner Mayor and

Council may review same with the aggrieved party during the same said fifteen (15) day period. If in fact satisfactory resolution of the grievance is not reached in this step then Mayor and Council or the aggrieved party may move to Step 4.

Step 4: In the event the grievance is not resolved as outlined in the steps above either party will refer the matter to an impartial arbitrator for arbitration as hereinafter defined.

C. Arbitration

Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the employer and the employee. If the Township and the employee cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after the receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of the Agreement and such rules and regulations as may be in effect by the Civil Service Commission of the State of New Jersey which might be pertinent and render his/her award in writing, to the Township and Association, which shall be final and binding. The cost of the arbitrator's fee shall be paid by the Township.

D. Extension and Modifications

Time extensions under the above grievance procedure clause may be mutually agreed upon by the Township and the Association.

**ARTICLE VI**  
**EMPLOYEE REPRESENTATION**

The Association will notify the Township as to the name of their accredited representative. This Representative will be permitted to visit with the employees during working hours at their work stations for the purpose of discussing any Association matters.

**ARTICLE VII**  
**NON-DISCRIMINATION**

The Township and the Association both recognize that there shall be no discrimination by reason of sex, creed, racial origin, or age as far as employment for jobs or as a condition of employment. The Township further agrees that it will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the Association nor will the Township encourage membership in any other association or union or do anything to interfere with the exclusive representation of the employees in the appropriate bargaining unit.

**ARTICLE VIII & ARTICLE IX**  
**WORK SCHEDULE, OVERTIME AND COMPENSATORY TIME**

A. It is acknowledged that the work schedule of the employees covered by this Agreement is thirty-five (35) hours

per week, except as may be covered by Statute depending on position of employee.

B. The work week shall remain as currently in effect which is generally Monday through Friday, except as may be covered by Statute depending on position of employee (excluding holidays).

C. The working hours shall remain as currently in effect which is stated by Township Ordinance and New Jersey Statutes, whichever is more liberal.

D. All employees shall be entitled to receive time and a half (1 1/2) including longevity for all hours worked on a holiday (including primary and general election day).

E. All employees shall be entitled to receive overtime at one and one half (1 1/2) times their regular rate, including longevity, when expected to work past their regular quitting time. If the employee does not wish to receive this in overtime he/she may be entitled to compensation time at 1 1/2 time for the hours worked providing that she does not accumulate more than 480 hours of compensatory time.

#### **ARTICLE X HEALTH INSURANCE**

All 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 for by the employer and paid for by the employer. If in fact options are given to other employees such as choice of plan, retirement benefits, then such options shall be afforded to the covered employees in this Agreement in the same manner. There shall be no decrease in benefits in the above plan and the members of this Agreement shall receive any improvements or upgrading of benefits which are given to any other Township Employee at no cost to the employees of this Agreement.

Each employee shall be afforded a complete medical examination once each calendar year by the doctor of their choice. This exam shall not exceed seventy-five dollars (\$75.00) and shall be borne by the Township if not covered by the employee's health insurance. Proof of insurance submission and denial must be submitted before Township payment will be authorized. Each employee shall also receive one (1) eye exam every two years and shall be paid fully by the Township.

Each employee and their dependents shall be entitled to either a Prescription Plan, Dental Plan and Vision Plan or at employee's option reimbursement up to the amount of

\$450.00 for each year (1993, 1994, and 1995), for any dental, prescription drug and/or ophthalmological/ eyeglass/lense expense and doctor visits beginning January

1st of each year and payable within thirty (30) days to the employee upon submission of bills to the Township. Any unused portion will be payable to the employee during the month of November.

Each employee may choose either Plan by advising the Township Administrator by January 1st of each year.

#### **ARTICLE XI** **WORKER'S COMPENSATION**

When an employee is injured on duty, he/she is to receive worker's compensation benefits due him/her plus the difference between that amount so received as compensation and his/her salary during the period of such temporary disability, or the employee shall receive his/her regular pay from the Township, and in that event shall turn over to the Township his/her temporary disability payments received from the compensation carrier.

Any employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his/her regular shift on that day. An employee who has returned to his/her regular duties after sustaining a compensative injury who is required by the workmen's compensation doctor to receive additional medical treatment during his/her regularly scheduled working hours shall receive his/her regular hourly rate of pay for such time. As the employee covered by this Agreement is considered a salaried employee she will receive her 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 used.

#### **ARTICLE XII** **RETENTION OF BENEFITS**

Except as otherwise provided herein, all rights, privileges, and benefits which the members of this Agreement have heretofore enjoyed in the past and are presently enjoying, shall be maintained and continued by the Employer at not less than the highest standards in effect during the life of this Agreement. As provided in N.J.S.A. 40A:10-23, upon retirement after 25 years of service or becoming totally disabled, the employee upon retirement or becoming totally disabled, all employees mentioned in this Agreement shall retain and enjoy all medical, optical, dental, health, and prescription benefits to the extent the benefits were in

effect at the time of retirement to be continually paid by the Township from the time of retirement or disability for such covered individuals as employees maintained at such time for coverage of such plan(s).

**ARTICLE XIII**  
**UNPAID LEAVES**

A. Reasonable Purpose

Leaves of Absence without pay and not to exceed six (6) months may be granted for reasonable purpose, and such leave shall be extended or renewed for additional six (6) month periods.

Such leave and extended leave shall be approved by Township Council.

B. Maternity/Child Rearing Leave

Maternity leaves, not to exceed twelve (12) months shall be granted at the request of the employee. Maternity leave shall, upon the request of the employee, be extended for a period not to exceed six (6) months.

Any employee adopting a child shall receive similar leave which shall commence on his/her receiving defacto custody of said child, or earlier, if necessary to fulfill the requirements of the adoption.

C. Other Leaves

Other leaves shall be as according to state statute and the employees in the Agreement are covered by all statutes, laws and administrative code sections relative to their employment regarding leaves for maternity and other relative reasons.

**ARTICLE XIV**  
**PAID LEAVES**

A. Funeral Leave

When a member of the "immediate family" is deceased, that member shall be granted five (5) working days of leave with pay. The "immediate family" shall include: spouse, fiancée, children, step-children, parents, grandparents, grandchild sisters, brothers, brothers-and sisters-in law, mother- and father-in law, grandparents-in law, common law spouses, and any other person permanently residing in the 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

Employee shall be granted a leave of absence with pay anytime they are required to report to jury duty or jury services. Employees are required to remit to the Township money received for jury duty.

C. Unused Paid Leave

In the event of the death of any employee, any accrued, unused, and/or capped sick and vacation leave payment is to be made to the estate of the employee or according to employee's Last Will and Testament.

In the event of departing from the Township whether voluntary or involuntary, accrued, unused and/or capped, sick and vacation leave is to be paid to the employee upon such termination of employment.

**ARTICLE XV**  
**VACATION DAYS**

The following is the vacation/leave formula allocation per employee:

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 20 years.....	30 days

Procedure

Each department works out between themselves what days they wish to have off. Department Heads are responsible to ensure departments are covered during all working hours and the Township shall provide adequate help as necessary to effectively manage all facets of work in such departments.

All employees hired on or before January 1992 and covered by this Agreement may accumulate unused vacation days up to the number of days the employee had on the books on December 31, 1992. If the balance is reduced below the December 31, 1992 level, it can be restored by days subsequently accrued.

Unused vacations days are accumulative up to the number earned in two (2) years in addition to the capped days currently available and are reimbursable to the employee upon termination, pro-rated for current year days to the actual date last worked.

**ARTICLE XVI**  
**SICK DAYS**

Every employee receives twelve (12) sick days per year.

**Procedure**

Employee must call in to Department as early as possible.

Sick days are accumulative and reimbursable to employee upon termination.

Sick time is prorated for all new employees for their first year of service.

**ARTICLE XVII**  
**PERSONAL DAYS**

Every employee receives four (4) personal days per year.

**Procedure**

No advance notice required for a personal day.

Personal time is non-accumulative.

Personal time is prorated for all new employees for their first year of service.

The fourth (4th) personal day may be used by all employees any day of the year, entirely at the discretion of the employee.

**ARTICLE XVIII**  
**HOLIDAYS**

The employees covered by this Agreement shall receive the following thirteen (13) paid 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 Day After  
Christmas Day

The day recognized for celebrating these Holidays will be decided by the day which the State celebrates it on. All additional days off, or part thereof afforded other Township Employees shall be granted to the employee of this Agreement.

**ARTICLE XIX**  
**TERMINAL LEAVE**

- A. Salary increases during the period and sick and vacation days cannot be accumulated while on terminal leave.
- B. The benefits that shall continue on terminal leave are pension contributions and group insurance.

**ARTICLE XX**  
**CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT**

All conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to the Township's Charter, Ordinances, Rules and Regulations of the Township and pertinent Rules and Regulations of the Association. Upon retirement, all employees mentioned in this Agreement, shall retain and enjoy all medical, optical, dental, health, and prescription benefits as other employees employed by the Township of Mullica. Any and all present benefits which are enjoyed by employees covered by this Agreement that have not been included in the contract shall be continued according to past practice.

The Township agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflict with the terms and provisions of this Agreement. Any such agreement shall be null and void.

**ARTICLE XXI**  
**EDUCATION**

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

When the Township, State, or other laws, rules or regulations mandates that an employee must attend a job-related course or schooling, (ie maintenance of certificate, etc.) all expenses, including, travel, lodging and tuition must be paid in advance by the Township and no deduction from salary or benefits may be assessed against such employee for same.

**ARTICLE XXII**  
**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 subsequent 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 employees 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 ensuing 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.

**ARTICLE XXIII**  
**MILEAGE**

The Township will reimburse the employees at a minimum rate of twenty-eight cents (\$.28) per mile for use of personal vehicle as required for Township business use, unless otherwise changed by Township Resolution.

**ARTICLE XXIV**  
**SALARY INCREMENT**

<b>1993:</b>	Deputy Tax Collector	4.8% in base salary effective January 1, 1993 plus 9% increase in base salary to be effective January 1, 1994
	Deputy Court Clerk	5% increase in base salary effective January 1, 1993
	Deputy Twp. Clerk	5% increase in base salary effective January 1, 1993
<b>1994:</b>	Deputy Tax Collector	5.5% increase in base salary effective January 1, 1994
	Deputy Court Clerk	5.5% increase in base salary effective January 1, 1994
	Deputy Twp. Clerk	5.5% increase in base salary effective January 1, 1994

1995: Deputy Tax Collector position vacated  
Deputy Court Clerk \$19,600.00  
Deputy Twp. Clerk/  
Administrative Assist. \$24,000.00

**ARTICLE XXV**  
**NEW CONTRACT NEGOTIATIONS**

The parties agree that negotiations for a successor's agreement, modifying, amending, or altering the terms and provisions of this Agreement shall commence in accordance with applicable law.

The parties should in their best interest attempt to negotiate for future years beginning October 1st of the year prior to a new contract taking effect, and attempt to resolve all issues prior to January 1st of the coming year.

Thomas L. Tenabare  
Witness

George Ramp  
George Ramp,  
Mayor

Marylou Simon  
Witness

Anthony J. Haden  
Anthony J. Haden,  
Council President

Marylou Simon  
Witness

Mullica Twp. Employees  
Association

[Signature]

Ratified by Council this  
28 day of December, 1995.