

AGREEMENT
BETWEEN THE
TOWNSHIP OF MULLICA
AND
LOCAL 29
2004 - 2006

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ARTICLE I
PREAMBLE

AGREEMENT dated the 10TH day of August 2004, by and between the TOWNSHIP OF MULLICA, a municipal corporation of the State of New Jersey, hereinafter referred to as the "TOWNSHIP", and LOCAL 29, hereinafter referred to as "UNION".

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 Union; to prescribe the rights and duties of the Township and Union; 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 Sate 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 employer recognizes the Union as a bargaining agent for the purposes of establishing salaries, wages, hours, fringe benefits and other conditions of employment as contained in this Agreement for all its employees in the classification in accordance with the certification by Public Employment Relations Commission (P.E.R.C.), Docket No. RO-89-116. Except as limited below.

B. Eligible membership will be for all employees whose work week is at least 20 hours per week or above, including the positions of Tax Collector, Court Administrator, Control Person/Technical Assistant, Road Forman, Deputy Clerk, Deputy Court Clerk, Receptionist/Administrative Assistant, and for such additional classifications as the parties may later agree to include, as long as employees meet the above 20 hour minimum requirement. Excluded from the bargaining unit are (i) seasonal employees and (ii) temporary employees as defined in the personnel manual of the Township.

C. All benefits listed in this Agreement (longevity, vacation days, health benefits, etc.) shall be for full-time employees only unless specifically noted.

ARTICLE V
MANAGEMENT RIGHTS

A. The Township of Mullica hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of the Agreement by the Laws and Constitution of the State of New Jersey and of the United States including but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees while utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
2. To make rules or procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.
3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees; and to require compliance by the employee is recognized.
4. To hire all employees, and subject to the provisions law, to determine their qualifications and conditions of continued employment, or assignment and to promote and transfer employees.
5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.
6. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the department.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE VI
UNION CHECKOFF

A. Pursuant to New Jersey Law the Township agrees to deduct the Union's monthly dues from the pay of the covered employees who authorize the Township in writing to do so. Deductions shall be made each month. All amounts deducted shall be made each month. All amounts deducted shall be remitted to the Union once a month no later than the tenth day of the month following deduction. The Township agrees to furnish the Union, upon request, monthly, with a list of newly hired and terminated employees. The Union will advise the Township in writing of the amount of the monthly dues.

B. Pursuant to N.J.S.A. 34:13A-5.5 et. seq. all non-members of the Union shall pay to the Union a representation fee in lieu of dues for services rendered by the Union in an amount equivalent to the regular membership dues and assessments charged by the Union to its own members, less the cost of benefits financed through the dues, fees and assessments and available to the benefiting only its members, but it no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

C. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Union to the Chief Financial Officer or in reliance upon the official notification on the letterhead of the Union advising of such change deduction.

ARTICLE VII **GRIEVANCE PROCEDURES**

Grievance shall mean a dispute growing out of enforcement and/or interpretation of the terms and conditions of this agreement.

Step 1: An employee having a grievance shall present it orally, either individually or in the presence of the union steward or member of the union shop committee, to his/her immediate supervisor, within ten (10) working days after the occurrence of the matter being grieved.

Step 2: If the employee does not receive or is not satisfied with the supervisor's response, then the employee may appeal to the Township Clerk within ten (10) working days of the supervisor's response. Thereafter, the Clerk shall discuss the grievance with the aggrieved employees and the Union Shop Committee and shall within ten (10) working days:

- A. adjust the grievance
- B. find the grievance unjustified, or
- C. advise the shop committee that the adjustment of the grievance is beyond his/her authority

Step 3: If the grievance is not adjusted to the satisfaction of the employee and the shop committee, the employee, through his/her Union Shop Committee, shall proceed by filing a written grievance with the Township Committee within ten (10) working days of the decision made by the Township Clerk. The aggrieved employee and the Union's representative shall meet within ten (10) working days after receipt of the written grievance with a member designated by Township Committee. The Township Committee shall issue its written decision within ten (10) working days after meeting with the Union.

Step 4: In the event the grievance is not resolved as outlined in the steps above either party may refer the matter for non-binding mediation that can, by either party, be appealed to P.E.R.C.

Step 5: Upon failure of a resolution of the grievance in Step 4 above, the authorized representative of the Union may proceed to final binding arbitration before an pursuant to the rules of the New Jersey Public Employment Relations Commission by serving notice of its desire for arbitration upon the Township Clerk either personally or by certified mail within fourteen (14) days after the termination of Step 4.

If the Township or any officer or employee thereof does not render a written decisions within the required time frame in any step of the grievance procedure the same should be considered a denial of the grievance of said step and the aggrieved should proceed accordingly.

The cost of the services of the arbitrator shall be borne equally by the Township and the Union.

All grievances presented in writing shall specify the occurrence being grieved and the action being sought by the grievant.

The arbitrator shall be bound by the provisions of this agreement, and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this agreement or any amendment of the supplement thereto.

An aggrieved employee shall suffer no loss of pay as a result of time spent in his/her own behalf in an arbitration hearing.

Failure of an aggrieved party to pursue the grievance to the next step, in accordance with the time limits set forth herein, shall constitute abandonment of the grievance, unless both parties agree to waiver.

ARTICLE VIII **SENIORITY**

A. All newly hired employees shall be considered as probationary employees for the first three (3) months of service. Upon completion of the probationary period such employees; seniority shall date from their original date of hiring. Seniority to be an important factor in filling permanent assignments provided the individual has the skill and ability to perform the task. Seniority may also be considered if there is a concurrent request for leave time.

As and pursuant to N.J.A.C. 4A: 8-1 et seq., when employees are laid-off, employees in each classification with the longest service shall be laid off last and re-hired first. All such lay offs shall be based upon the classification seniority list here described, and all furloughed employees shall be re-hired in the reverse order in which they are laid off.

B. Employment may be on a temporary basis for a period of not more than eight-week period, the employees may be given probationary status with credit for temporary employment, or may be notified of the termination of his or her employment.

Temporary summer employment is extended to a twelve (12) week maximum, and applies to only employees who exceed 20 hours per week.

Temporary help hired to replace an employee on Maternity leave shall be governed by the provisions stipulated in the Township's personnel policy regarding temporary employees.

C. A newly hired employee who previously worked with the Township but who was terminated or resigned for any reason shall be considered a new employee and all calculations of benefits based on seniority shall be from the date of new hire.

D. No benefits shall accrue to a temporary employee for sick leave, vacations, pension plan or other benefits other than when an employee's employment shall be made permanent.

E. New employees shall remain probationary until completion of three (3) months of service from the date of last hiring. Upon completion of said period, such employee shall enjoy seniority status from date of last hiring. Employees shall have no seniority during this probationary period. After the three (3) month probationary period the employee may be terminated for just cause. Their employment may be terminated for cause. Discharge during the probationary period shall not be subject to just cause or the grievance and arbitration procedure.

F. Seniority shall be effective with respect to job assignment hours or working conditions or leave time within the employee's title.

ARTICLE IX
NON-DISCRIMINATION

The Township and the Union 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 employees 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 new appropriate bargaining unit.

ARTICLE X & ARTICLE XI
WORK SCHEDULE, OVERTIME AND COMPENSATORY TIME

A. It is acknowledge 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. The Public Works Department has a work-schedule of 40 hours per week.

B. The workweek 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 the 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, when expected to work past their regular quitting time. If the employee dos 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 he/she does not accumulate more than 480 hours of compensatory time.

E. Time and one-half premium pay, including longevity, shall be paid for all hours in excess of all normal working hours worked in one day. Time and one-half premium pay, including longevity, shall be paid for any work performed on Saturday. Employees who work on Sunday shall receive double premium, including longevity, for these hours. Any employee required to work on a holiday shall receive his/her pay for that day plus additional time and one-half, including longevity, for all hours worked.

F. Should an 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 guaranteed 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, including longevity.

G. Should any member covered by this agreement be required to appear at criminal trial for the purpose of offering testimony at any County or Superior Court of New Jersey, during the employee's off duty hours, the employee shall be paid overtime. Overtime compensation will be paid to any member of the Department whose appearance in municipal court is required, provided the employee whose appearance is required is not scheduled to work at any time during which such appearance is required or scheduled.

ARTICLE XII **PAGER TIME**

The employees of the Municipal Court, namely the Court Administrator and Deputy Court Administrator, shall receive four (4) hours of compensatory time, per month, when on call for a specific month. Only one employee of the Municipal Court shall be on call at one time. Accumulated compensatory time earned for being on call must be used within three (3) months of being earned.

ARTICLE XIII **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 for by the employer and paid for by the employer, **including but not limited to dental, prescription, and vision**. 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 full-time 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.

ARTICLE XIV
DISABILITY

All employees covered by this Agreement will be automatically covered by the State of New Jersey Disability 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.

While on disability the Township will be responsible for the difference in salary. While on disability the health benefits for the employee will continue for a period not to exceed six (6) months. In order to extend this beyond the six (6) months approval must be granted by the Township Committee.

ARTICLE XV
WORKER'S COMPENSATION

When the 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 he/she will receive his/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 XVI
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, 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 the benefits were in effect at the time of retirement to be continually paid by the

Township from the time of retirement of disability for such covered individuals as employees maintained at such time for coverage of such plan(s).

ARTICLE XVII **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 Committee.

B. Maternity/Child Rearing Leave

Maternity leaves, not to exceed six (6) 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 three (3) 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 employee 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 XVIII
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

The employee shall be granted a leave of absence with pay anytime they are required to report to jury duty or jury services. The employee is 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 & 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 XIX
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 19 years	30 days
20 years & above	35 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 vacation 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 XX **SICK DAYS**

Employees receive 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/her credit, up to a maximum of twenty-four (24) days beginning January 1, 1999. All earned time currently on record prior to January 1, 1999 shall remain credited to the employee's time balance, and may be replenished as used, not to exceed the original amount.

Unused sick 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 XXI
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 services.

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

ARTICLE XXII
HOLIDAYS

The employee 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
Veteran's Day
Thanksgiving Day and the Day After
Christmas Day

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

ARTICLE XXIII
TERMINAL LEAVE

Terminal leave must be requested by the employee and approved by the governing body prior to scheduling. The employee will continue to receive their bi-weekly pay until their unused sick, vacation and compensatory time is depleted.

The employee will not receive salary increases during terminal leave.

Salary increases during the period and sick and vacation days cannot be accumulated while on terminal leave.

Sick and vacation days are not pensionable compensation, therefore, pension deductions as well as all other deductions will cease. Only applicable taxes will be deducted.

ARTICLE XXIV
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 Union. 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 the employees covered by this Agreement that have not been included in the contract shall be continued according to past practice.

ARTICLE XXV
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 a 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, (i.e., maintenance of certificate, etc.) all expenses, including, travel, lodging, meals 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 XXVI
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 years 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 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 ensuing pay period; an employee with five years of such continual, non-interrupted service, upon the anniversary of said fifth year and of such service, shall receive seven hundred fifty dollars (\$750.00) on the next ensuing pay period, etc.

As of January 1, 2001, 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 for overtime calculations and pension purposes effective January 1, 2001. This will continue up to a maximum of twenty-seven (27) years of service with a maximum payment of four thousand dollars (\$4,000.00).

Employees hired after January 1, 1998 will not be entitled to receive longevity.

ARTICLE XXVII
CLOTHING ALLOWANCE

The Township agrees to provide the Supervisor of Public Works with the following clothing:

Work gloves and hard hats: These will be purchased by the Township and provided as needed to the individual.

One 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, the supervisor of Public Works shall receive \$300.00 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.

ARTICLE XXVIII
SALARY INCREMENT

Effective upon the signing of the contract, all employees' salaries for persons in the Township's employ at the time of approval for this contract shall be increased by the percentages stated below, except as noted in Appendix A attached to this agreement. All salary increases shall be retroactive, and paid in a timely fashion.

2004: 4.25% increase in base salary effective January 1, 2004

2005: 4.25% increase in base salary effective January 1, 2005

2006: 4.25% increase in base salary effective January 1, 2006

ARTICLE XXIX
NEW CONTRACT NEGOTIATIONS

The parties agree that negotiations for a successor 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.

TOWNSHIP OF MULLICA

LOCAL 29

Bruce Crowe, Mayor

Jack Drakeford

ATTEST:

ATTEST:

Kimberly Johnson, Municipal Clerk

Bert Cappuccio, Shop Steward

Ratified by Committee this _____

Day of _____, 2004

APPENDIX A

Persons currently holding positions will be paid the top of the range by January 1, 2006, unless otherwise noted. Persons appointed to fill vacancies shall be paid within the specified range at a salary to be determined by the Governing Body who shall consider, experience, education and any other relevant factors.

Control Person/Technical Asst.	15, 000	-	32,573
Court Administrator	22, 000	-	35,231
Deputy Municipal Clerk	20,000	-	33,795
Deputy Court Administrator	15,000	-	26,791
Supervisor Public Works	25,480	-	42,752
Tax Collector	30,000	-	54,315
Receptionist/Assistant	\$7.00/hr.	-	\$11.40/hr.
Part-time Deputy Court Administrator	\$8.24/hr	-	\$14.72/hr