

1641

AGREEMENT
BETWEEN
THE TOWNSHIP OF MULLICA
AND
THE MULLICA TOWNSHIP SUPERVISORY EMPLOYEES ASSOCIATION
JANUARY 1, 1993
THROUGH
DECEMBER 31, 1995

Begin 7/22/94
Payroll new

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ARTICLE I

PREAMBLE

AGREEMENT dated the _____ day of _____ 1994, 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 SUPERVISORY EMPLOYEES ASSOCIATION, hereinafter referred to as the "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 the 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. Recognition

The Township of Mullica recognizes the Mullica Township Supervisory Employees Association as the exclusive negotiating agent and representatives for the Court Administrator who is included in the bargaining unit in accordance with the certification by the Public Employment Relations Commission (P.E.R.C.), Docket No. RO-89-116.

B. Association Rights

The Township agrees that the Association 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 about the application or interpretation of this agreement or any complaint by any employee as to any action or nonaction taken toward him/her that 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 2.

Step 2: If no agreement shall be reached after Step 1, the employee or 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 a written grievance. If not settled to the satisfaction of the aggrieved party, the party may go 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: If 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 tell 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 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 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 one half by the Association and one half 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 tell the Township the name of their accredited representative. This representative will be permitted to visit with the employees during working hours at their work stations to discuss any Association matters.

ARTICLE VII

NON-DISCRIMINATION

The Township and the Association both recognize 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

for, 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
WORK SCHEDULE, OVERTIME AND COMPENSATORY TIME**

A. Work Schedule

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 the position of the employee.

B. Work Week

The work week shall remain at Monday through Friday, except as may be covered by Statute, depending on the position of the employee.

C. Working Hours

The working hours shall remain in effect, as stated by Township Ordinance and New Jersey Statutes.

D. Holiday Pay

All employees shall be entitled to receive time and one half (1½), including longevity, for all hours worked on a holiday.

E. Overtime

Employees scheduled to work 35 hours a week shall receive payment of their hourly rate plus two dollars per hour for any hours actually worked between 35 and 40 hours per week.

Any employee who actually works more than 40 hours in any 7 day period between 12:00 AM Sunday and 11:59 PM the following Saturday shall receive 1 and ¼ times their regular hourly rate for each hour over 40 actually worked. The employee may elect to take 1 and ¼ hours of compensatory time in lieu of the overtime payment provided in this paragraph, provided accumulated compensatory time does not exceed 70 hours for 35 hour employees and 80 hours for 40 hour employees.

Exceptions to this requirement due to extraordinary circumstances may be approved by the Business Administrator on an individual case basis without establishment of precedent

**ARTICLE IX
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 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, etc., then such options shall be afforded to the covered employees in this Agreement. There shall be no decrease in benefits in the above plan and the members of the Association shall receive any improvements or upgrading of benefits given to any other Township Employee at no cost to the employees covered by this Agreement.

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. A letter from the

spouse's employer that no coverage is provided shall be sufficient proof. 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. If at any time, the coverage of the spouse is terminated, dependent coverage will be reinstated as promptly as reasonably possible under the policy of the Township's health insurance plan after written proof is provided to the Township by the employee.

Each employee shall be afforded a complete medical examination once each calendar year by the doctor of his/her choice. The cost of 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 provider. Proof of insurance submission and denial must be submitted before Township payment will be authorized. If the results of the examination indicate that the employee's condition of physical or mental health is a possible danger to the health or welfare of the public or other employees or would be likely to prevent the employee examined from performing all duties and responsibilities of the employee's job, that fact must be disclosed to the Township. Each employee also shall receive one (1) eye exam every two years which shall be paid fully by the Township.

Dental, prescription drug and ophthalmological benefits shall also be provided to the employees covered under this agreement as follows:

Each employee and his/her dependents shall be entitled to reimbursement up to the amount of \$450.00 for each year covered by this contract for any dental, prescription drug and/or ophthalmological eyeglass/lens expense and doctor visits if not covered by the employee's health insurance provider. Proof of insurance submission and denial must be submitted before Township payment will be authorized.

COBRA

The State Health Benefits Plan shall provide notice to the appropriate individuals of qualifying events to the extent required by the Consolidated Omnibus Budget Reconciliation Act of 1985.

ARTICLE X WORKER'S COMPENSATION

When an employee is injured on duty, as defined by *N.J.S.A. 34:15-1 et seq.*, 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 date. 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 used. An employee who has returned to his/her regular duties after sustaining a

compensable injury who is required by the worker'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 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 used.

ARTICLE XI RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges, and benefits that 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 with the Township of Mullica 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.

ARTICLE XII UNPAID LEAVES

A. Reasonable Purpose

Leaves of absence without pay and not to exceed six (6) months may be granted for any reasonable purpose, and such leave can be extended or renewed for one six (6) month period in the discretion of the Township Council.

Such leave and extended leave shall be approved by the 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 that shall start 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 XIII PAID LEAVES

A. Funeral Leave

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 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

Employee shall be granted a leave of absence with pay any time they must report to jury duty or jury services. 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 monies received for jury duty, excluding mileage fees as paid by the Court. If the employee is released from jury duty prior to 1:00 PM, the employee shall report to work for the balance of the regular work day.

C. Unused Paid Leave

Upon 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.

In the event of leaving the Township whether voluntarily or involuntarily, accrued, unused and/or capped, sick and vacation leave is to be paid to the employee upon such termination of employment.

If any employee terminates his/her employment before the end of the year, that year's sick and vacation time will be prorated to the last day actually worked.

ARTICLE XIV VACATION DAYS

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

1 to 5 years	15 days
6 to 10 years	20 days
11 to 15 years	25 days
16 years and above	30 days

During the first 12 months of employment, the employee will earn 1.5 vacation days for each two completed months of work.

Procedure

Each department works out between themselves what days they wish to have off. Department Heads are responsible to insure departments are covered during all working hours. Requests for vacation leave must be submitted in writing to the employee's immediate supervisor at least forty eight hours (two business days) in advance of the time requested if the amount requested is more than one day. Requests for single days off must be submitted in writing to the employee's immediate supervisor at least 24 hours (one business day) in advance of the time requested.

Unused vacation days are accumulative up to one and one half (1 ½) years of days due in addition to the capped days currently available and are reimbursable to the employee upon termination, prorated for current year days to the actual date last worked.

All employees hired on or before January 1, 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. Accrued days as of December 31, 1992 for each employee covered by this agreement are shown in Appendix A.

ARTICLE XV SICK DAYS

Every employee receives twelve (12) sick days per year, prorated during the first and last year of employment.

Procedure

Employee must call in to Department as early as possible.

Sick days are cumulative and reimbursable to employee upon termination. Sick time is prorated for all new employees for their first year of service.

For employees hired after the effective date of this agreement, there shall be no reimbursement for sick days if termination is for just cause. Sick days shall be reimbursable at 30% of their value at termination for other than just cause and at 50% of their value if the employee retires under PERS or other State pension. The maximum reimbursement shall not exceed \$9,000 at termination and \$15,000 at retirement.

Employees hired on or before January 1, 1994 shall receive full reimbursement for all sick days accumulated prior to December 31, 1994. The limitations in the preceding paragraph shall apply to any amount of sick days the employee accumulates after December 31, 1994.

ARTICLE XVI PERSONAL DAYS

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

Procedure:

No advance notice is 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. Thirty day written notice must be given before implementation of this condition.

ARTICLE XVII HOLIDAYS

The employees covered by this Agreement shall receive the following thirteen (13) paid holidays:

- | | |
|-------------------------------------|----------------------------------|
| 1) New Year's Day | 8) Columbus Day |
| 2) Martin Luther King's
Birthday | 9) General Election |
| 3) President's Day | 10) Veteran's Day |
| 4) Good Friday | 11) Thanksgiving |
| 5) Memorial Day | 12) Friday after
Thanksgiving |
| 6) July 4th | 13) Christmas |
| 7) Labor Day | |

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

**ARTICLE XVIII
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 upon terminal leave are pension contributions and group insurance.

**ARTICLE XIX
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 PERS pensioned retirement, all employees mentioned in this agreement, shall keep and enjoy all medical, optical, dental, health and prescription benefits as other employees employed by the Township of Mullica. Any and all present benefits that are enjoyed by employees covered by this Agreement that have not been included in the contract shall be continued to the extent they have been established according to past practice.

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

**ARTICLE XX
EDUCATION**

A. Reimbursement

Any employee taking courses, approved in advance by the Business Administrator, that are related to their employment, will be reimbursed by the Township for up to \$200 of the cost of such course and required materials upon submission of a grade of B or above (if the course is graded), or "Pass" (if the course is taken on a pass/fail basis) and evidence of completion of such course, whether same be of undergraduate, graduate level or otherwise.

If an employee who has received benefits exceeding \$500 in any fiscal year under Paragraph A of this Article voluntarily terminates employment with the Township within 5 years after receiving payment, the employee shall reimburse the Township 20% of the amount received for each year of the five years not completed.

If an employee who has received benefits of \$500 or less in any fiscal year under the preceding paragraph voluntarily terminates employment with the Township within 3 years after receiving payment, the employee shall reimburse the Township 33% of the amount received for each year of the three years not completed.

B. Mandatory Training

When the Township mandates that an employee must attend a job-related course or schooling, all expenses, including travel, lodging and tuition must be paid by the Township and no deduction from salary or benefits may be assessed against such employee for same.

ARTICLE XXI LONGEVITY PAYMENT

Upon the completion of the third full time 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. This will continue up to a maximum of 20 years service with a maximum payment of \$3,000.00 being made in each year following.

Ater 3 years	\$450	After 13 years	\$1,950
After 4 years	\$600	After 14 years	\$2,100
After 5 years	\$750	After 15 years	\$2,250
After 6 years	\$900	After 16 years	\$2,400
After 7 years	\$1,050	After 17 years	\$2,550
After 8 years	\$1,200	After 18 years	\$2,700
After 9 years	\$1,350	After 19 years	\$2,850
After 10 years	\$1,500	After 20 years until	
After 11 years	\$1,650	retirement or	
After 12 years	\$1,800	termination	\$3,000

ARTICLE XXII MILEAGE

The Township will repay the employees at a maximum rate of twenty cents (\$.20) per mile for use of personal vehicles as required for Township business use, unless otherwise changed by Township Resolution. All usage of personal vehicles must be approved by the Township Administrator before actual usage occurs. If this is not done, the liability of the Township for the usage of personal cars is null and void.

ARTICLE XXIII SALARY INCREMENT

For the Court Administrator:

- 1993 a lump sum payment equal to 4.8% of the 1992 salary of \$23,085.92 equalling \$1,108.12, not added to the base salary plus an increase in base salary of 9% to \$25,163.65, said increase in base salary to be effective January 1, 1994.
- 1994 5.5% increase in base salary, effective January 1, 1994
- 1995 6.0% increase in base salary, effective January 1, 1995

ARTICLE XXIV REOPENER

If any other bargaining unit, Union, or employee within the Township negotiates a disability plan, insurance plan or change in any type of leaves or terms of employment within the life of this contract, that are greater than those under this contract, then the Township will

immediately reopen negotiations on these issues and or terms for the employees covered under this contract.

If the Township negotiates a percentage increase in salary for the Township Clerk in excess of the total percentage amount shown in Article XXIII of this agreement, then the Township will immediately reopen negotiations on this issue for the employees covered under this contract.

**ARTICLE XXV
NEW CONTRACT NEGOTIATIONS**

The parties agree that negotiations for a successor agreement, modifying, amending or altering the terms and provisions of this Agreement shall begin according to applicable law.

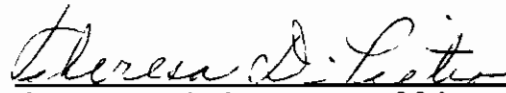
The parties should, in their best interest, attempt to negotiate for future years, beginning October 1, of the year before a new contract taking effect, and attempt to resolve all issues before January 1 of the next year.

**ARTICLE XXVI
SEPARABILITY**

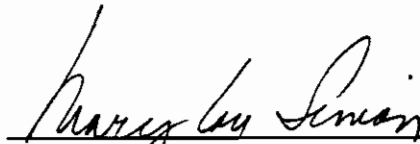
If any provision of this agreement is held to be contrary to law by any court of competent jurisdiction, then such provision shall be deemed void except to the extent permitted by law, but all other provisions shall remain in full force and effect.



Witness



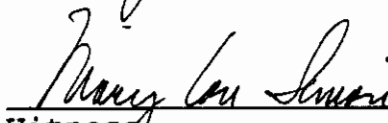
Theresa DiPietro, Mullica Township
Supervisory Employees Association
and individually



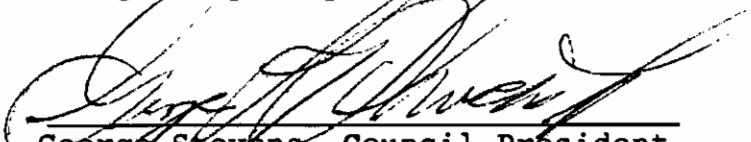
Witness



George Ramp, Mayor



Witness



George Stevens, Council President

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