

New

**WORKING DRAFT**

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (MOA) is made between the Township of Lower (the Township) and the Lower Township Supervisors Union (Supervisors).

The Township and the Supervisors have engaged in collective bargaining negotiations regarding a new Collective Bargaining Agreement (CBA) to replace the existing CBA between the Township and the Supervisors, which expires on December 31, 2011.

The Township and the Supervisors have reached a tentative agreement of the terms and conditions of a new CBA and the purpose of this MOA is to confirm that agreement.

NOW, THEREFORE, the Township and the Supervisors agree that the following changes shall be made in the existing agreement:

1. **PREAMBLE**

- Adjust dates as appropriate.

2. **ARTICLE I entitled RECOGNITION**

- No changes.

3. **ARTICLE II entitled CHECK OFF**

- No changes.

4. **ARTICLE III entitled SUPERVISORS (FAIR SHARE)**

- Add new paragraph F.  
 "The Supervisors 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 Supervisors to the Township or due to any agency fees deducted by the Township."

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**5. ARTICLE IV entitled VACATION**

- Revise paragraph A to provide the following vacation allotments for newly hired (not promoted) union members:

|  |                         |
|--|-------------------------|
| Up to 1 <sup>st</sup> year of working service  | 1 working day per month |
| After 1 year and up to 10 years                | 12 working days         |
| After 10 <sup>th</sup> year and up to 20 years | 15 working days         |
| After 20 years                                 | 20 working days         |

Vacations shall be scheduled only with the approval of the Manager. The Township reserves the right to refuse vacation requests if administrative pressures so require.”

Current union members or those who become members through promotion retain the prior contract’s vacation allotments under Paragraph A.

- Delete paragraph B.
- Revise first sentence of Paragraph D to read “Upon regular retirement or resignation in good standing, an employee will receive remuneration for unused vacation time from the current year and preceding year of the employee’s retirement or resignation in good standing.”

**6. ARTICLE V entitled HOLIDAYS**

- Revise paragraph A(2) to read as follows: “In the event that any Township employee is required to work on one of the above-designated holidays, he/she shall be compensated at one and one-half (1½) times the employees regular rate of pay, to be paid as part of their regular salary.”
- Revise paragraph A(3) to remove the word “birthday.”

**7. ARTICLE VI entitled INSURANCE, HEALTH & WELFARE**

- Replace Schedule A under Section (A)(1) with Schedule A attached hereto. Revise Paragraph A(1) to reflect current co-insurance/deductables/co-payments.
- Section E – Revise to read as follows: “The Township retains the right, at its option, to change any of the existing insurance plans or

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carriers providing such benefits, so long as the level of benefits provided to the employees and their eligible dependents are greater than or equal to the current plan. Notwithstanding the foregoing, the Township retains the exclusive right to return to the New Jersey State Health Benefit Plan so long as it provides employees with the coverage available under the State Health Benefits Plan that is substantially similar to the employee's current coverage. The Township further reserves the right, at its option, to self-insure any of said plans and coverages so long as the level of benefits provided to the employees and their eligible dependents is equal to or better than. In the event the Township changes any of the existing insurance plans or carriers providing such benefits, the Township will give the Supervisors thirty (30) days notice prior to implementing the new Plan or carrier.

- Add New Section J entitled "Cost Contribution" to read as follows: "Bargaining unit members shall contribute to the costs of the Health Benefits Insurance Plan coverages. All bargaining unit members shall pay a portion of health care coverage costs consistent with P.L. 2011, c. 78 (hereinafter "Chapter 78"). In addition, all Bargaining unit members who retire on or after June 28, 2011, shall contribute in accordance with P.L. 2011, c. 78 (hereinafter "Chapter 78")."

**8. ARTICLE VII entitled LEAVE OF ABSENCE**

- Amend subsection A to read as follows:  
"Military Leave shall be provided consistent with applicable law."
- Add: "The Township may request documentation from the employee concerning proof of death and a signed statement as to the relationship of the employee to the deceased."

**9. ARTICLE VIII entitled GRIEVANCE PROCEDURE**

- No changes.

**10. ARTICLE IX entitled SICK LEAVE AND RETIREMENT**

- Replace the first sentence at beginning of paragraph B with the following: "Employees shall receive a sick leave credit of one (1) working day for each completed month of service during the remainder of the first calendar year of service. Thereafter, all

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permanent employees shall be entitled to sick leave on the basis of fifteen (15) days per year.”

- Revise the last sentence of paragraph E to read as follows: “Such examination shall establish whether the employee is capable of performing the essential functions of his/her job and that his/her return will not jeopardize the health or safety of the employee, other employees or of the public.”

- Add subsection G as follows:  
G. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

(a) An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than three (3) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one certificate shall be necessary for a period of six months.

(b) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

**11. ARTICLE X entitled WORK WEEK**

- No substantive changes; Re-Letter paragraph “C” to “B”

**12. ARTICLE XI entitled WAGES**

- Revise Paragraph A to indicate the following wage increases:

1/1/2012 - 0%

7/1/2012 - 2%

1/1/2013 - 2%

1/1/2014 - 2%

1/1/2015 - 2%

- Revise Paragraph B to reflect current practice.
- Revise Paragraph D to reflect proper dates.
- Remove Paragraph F.
- Add new Schedule B reflecting new wage ranges; current employees will remain at their current range with increases contemplated by contract.

**13. ARTICLE XII entitled LONGEVITY**

- All longevity is eliminated as of 1/1/2012 all unit members will receive a one time \$1200.00 increase of base wages effective 1/1/12 in exchange for the elimination of longevity. *Plus Existing Level Amount as of 1/1/12*

**14. ARTICLE XIII entitled CALL IN TIME**

- No changes.

**15. ARTICLE XIV entitled UNIFORMS/EQUIPMENT**

- No changes.

**16. ARTICLE XV entitled WORKER'S COMPENSATION**

- No changes.

**17. ARTICLE XVI entitled GENERAL PROVISIONS**

- No changes.

**18. ARTICLE XVII entitled SUPERVISOR'S BUSINESS**

- No changes.

**19. ARTICLE XVIII entitled EQUAL TREATMENT**

- Revise paragraph A to read as follows:  
 "There shall be no discrimination by the Township or the Union against any employee on account of race, creed, color, national

origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, and mental or physical disability, perceived disability, and AIDS and HIV status.”

- Replace paragraphs B and C with the following new paragraph B:  
“The Township may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement. Such rules will be equitably applied and enforced. The Union shall have the right to grieve or request impact bargaining with reference to the same within ten (10) working days after the same are posted or disseminated and/or a copy sent to the Union. Failure to grieve or request impact bargaining within the proscribed ten (10) working days shall be deemed an acceptance of the new or modified rules. For the purposes of this article, “working day” shall be defined as Monday through Friday.”

**20. ARTICLE XIX entitled SEPARABILITY AND SAVINGS**

- No changes.

**21. ARTICLE XX entitled MANAGEMENT RIGHTS**

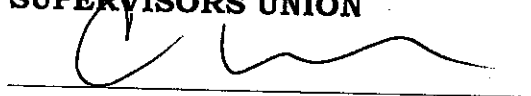
- No changes.

**22. ARTICLE XXI entitled TERM AND RENEWAL**

- January 1, 2012 – December 31, 2015

This MOA is subject to the ratification of the members of the Supervisors and approval of the Township Council of the Township of Lower. The bargaining members of the Supervisors and of the Township represent that they will recommend approval of the terms of the MOA to their respective constituents.

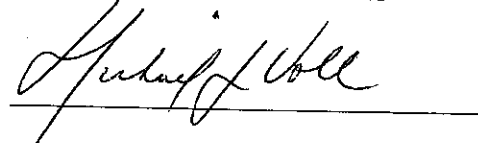
**LOWER TOWNSHIP  
SUPERVISORS UNION**



GARY DOUGLANS, PRESIDENT

3/20/13

**TOWNSHIP OF LOWER**



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