

AGREEMENT

BETWEEN

TOWNSHIP OF CHERRY HILL

CAMDEN COUNTY, NEW JERSEY

AND

TEAMSTERS LOCAL UNION NO. 676

WHITE COLLAR EMPLOYEES

Effective Dates:

JANUARY 1, 2005
up to and including
DECEMBER 31, 2007

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PREAMBLE

This Agreement, entered into this ____ day of April, 2005, by and between the Township of Cherry Hill, in the County of Camden, State of New Jersey, a Municipal Corporation of the State of New Jersey, and the TEAMSTERS LOCAL UNION NO. 676 (The "Union"), pursuant to the provisions of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et. seq., as amended (The "Act"), represents the complete and final understanding on bargainable issues between the aforementioned parties.

WITNESSETH

WHEREAS, this Agreement is designed to promote and maintain a harmonious relationship between the Township of Cherry Hill and its employees who are within its provisions in order that a more efficient and progressive public service may be rendered by both; and

WHEREAS, the well-being of employees and efficient administration of the Township are benefitted by providing a clear statement of the contractual rights of employees;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 RECOGNITION

- A. In accordance with Public Employment Relations Commission Docket No. RO-89-77 the Township recognizes the Union as the exclusive bargaining representative for all full-time White Collar employees including but not limited to clerical employees employed by the Township, excluding any part-time employees, all other blue collar employees, professional employees, Police Officers, Emergency Medical Technicians, Crossing Guards, Heads of Departments, Divisions, and Agencies, members of the Boards of Commissions, managerial executives, confidential employees, and all supervisors within the meaning of the Act and any other Township employees.
- B. The title "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males and females.

ARTICLE 2
NON-DISCRIMINATION

Neither the Township nor the Union shall, by reason of race, color, creed, religion, sex, national origin, age, citizenship, disability, veteran status, ancestry, marital status, parental status, sexual orientation, political beliefs or by reason of Union membership or non-membership, discriminate against any person who is qualified and available to perform the work to which the employment relates.

ARTICLE 3
MANAGEMENT RIGHTS

- A. The Township, in conformance with law, 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 this 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;
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees and to make and modify work rules in connection therewith;
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause.

The exercise of the foregoing powers, rights, authority, duties, or 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 to the extent such specific and expressed terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States and the Ordinances of the Township of Cherry Hill.

Nothing contained herein shall be construed to deny or restrict the Township in the exercise of its rights, responsibilities and authority under N.J.S.A. 40A:1 et seq. or any other national, state, county or local laws.

ARTICLE 4
UNION RIGHTS

- A. Authorized representatives of the Union, whose names shall be filed in writing with the Township Mayor or designee, shall be permitted to inspect any facility of the Township upon notice to and with the consent of the Township Administrator or designee. Such consent shall not be unreasonably denied, for the purpose of processing or investigating grievances, and ascertaining compliance with the Agreement. The Union representatives shall not unreasonably interfere with the normal conduct of the work within the facility.
- B. The Union shall have the right to recommend applicants for job openings and the Township agrees to give the same consideration to Union-recommended applicants as is given to applicants from other sources. This provision shall not be deemed to require the Township to hire Union applicants or to preclude the Township from hiring employees from other sources. The availability of all openings for permanent positions in this bargaining unit will be posted upon the bulletin board for a period of fourteen (14) days.
- C. The Union shall have the right to designate a Chief Shop Steward and shop Steward(s) and alternate(s) from the Township's seniority list. The shop Steward's authority shall be limited to and shall not exceed the following duties and activities:
1. The investigation and presentation of grievances to the Township or the Township's designated representatives, in accordance with the provisions of the Collective Bargaining Agreement;
 2. The transmission of information regarding Union matters, provided the activity is not performed on Township time, without the Township's prior written consent. Reasonable posting upon the bulletin board of Union related notices may be performed by the Stewards or alternate during working hours;
 3. The Shop Stewards shall have no authority to authorize strike action, slowdowns or work stoppages, or any other action interrupting the Township's business. The Township, in recognizing the limitations upon the authority of Shop Stewards and their alternates, shall have the authority to impose proper discipline including discharge in the event the Shop Steward or alternate

authorizes a strike action, a slowdown or work stoppage in violation of this Agreement.

ARTICLE 5
REPRESENTATION FEE/AGENCY SHOP

- A. It is specifically understood that this Article shall apply only to employees hired after May 4, 1981.
- B. If such an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.
- C. Prior to the beginning of each membership year, the Union will notify the Township in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will equal 85% of that amount.
- D.
 - 1. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Township a list of those employees who have not become members of the Union for the then current membership year. The Township will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and will transmit the amount so deducted to the Union.
 - 2. The Township will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership in question. The deductions will begin with the first paycheck paid:
 - a. within sixty (60) days after receipt of the aforesaid list by the Township; or
 - b. sixty (60) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Township in a non-bargaining unit position or was on layoff, in which event the deductions

- will begin with the first paycheck paid thirty (30) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
3. Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
 4. The Union will notify the Township in writing of any changes in the list provided for in Paragraph 1, above, and/or reflected in any deductions made more than sixty (60) days after the Township received said notice.
 5. On or about the last day of each month, the Township may submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.
 6. The Union agrees that it has established and shall maintain at all times a demand and return system as provided by N.J.S.A. 34:13-5 (c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the Township shall immediately cease making said deductions.
 7. The Union shall hold the Township harmless from any claims raised against it by any employee as a result of the Township's fulfilling its obligations under this article including any claims for defense costs.
 8. The Union shall make a copy of its Demand and Return System together with any revisions thereto available to the Township prior to the institution of this article.

ARTICLE 6
SENIORITY

- A. Seniority is defined to mean an accumulated length of continuous service with the Township, computed from the last date of hire. Seniority rights for employees shall prevail in their job classification, except for areas reserved for management rights.
- B. An employee's length of service shall not be reduced by time lost due to absence for bona fide illness or injury certified by a physician, or approved leave of absence.
- C. Seniority shall be lost and employment terminated if any of the following occur:
1. Discharge with cause;
 2. Resignation;
 3. Failure to return promptly upon expiration of authorized leave;
 4. Absence for three (3) consecutive working days without leave or notice;
 5. Engaging in any other employment during a period of leave;
 6. Failure of laid-off employee to respond to a report-to-work notice within three (3) days and to report to work within seven (7) days.
- D. If the Township establishes different starting times for employees in the same job classification, the senior employee, if qualified in the classification, shall have the choice.
- E. Once each year, during the month of January, the Township shall compile and submit the Union in writing, a seniority list or lists from the regular payroll records. Any employees hired after said posting shall have their names added to this list in order of date of hire, and the Union shall be notified of such additions.
- F. After an employee has completed his/her probationary period, the employee shall gain seniority status and his/her seniority on the seniority list shall revert to the first day of his/her probationary period.
- G. All employees currently in the Bargaining Unit shall be classified in one of the following categories:
1. Full-time - An employee who has successfully completed the probationary period and has gained seniority;

2. Probationary - An employee who has been employed less than the probationary period and has not gained seniority status.
3. Temporary
 - a) An employee hired for the sole purpose of replacing a regular employee who is unable to report for work; this temporary employee shall not become a permanent employee nor accrue seniority; or
 - b) An employee hired for a special Township project. Such employee shall be kept as a temporary employee for a period not to exceed six (6) months, per calendar year, unless said period is extended by the mutual agreement of the Township and the Union. Any such employee hired in this situation and who gains permanent status shall have the time accrued as a temporary employee credited toward the probationary period.

ARTICLE 7
DISCIPLINE AND DISCHARGE

- A. The parties hereto agree that causes for immediate dismissal without first informing the business agent of the Union shall be as follows:
1. calling or participating in any strike, work stoppage, slowdown, sick-out, walk-out or like action;
 2. Being under the influence of alcohol during working hours. If an employee refuses to take a properly administered breathalyzer examination, he/she shall be subject to an immediate suspension of no more than 24 hours. No personnel shall consume alcoholic beverages during the entire work day, including lunch;
 3. theft;
 4. assault on Township employees, Township representatives or assault upon any person during working hours;

5. carrying unauthorized passengers in Township vehicles; misuse or unauthorized use of Township property or equipment; or release or compromise of legally defined confidential information;
 6. possession and/or use of a drug or substance in violation of and as defined in N.J.S.A. 24:21-1, et. seq.;
 7. conviction or Court Order under the circumstances set forth in N.J.S.A. 2C:51-2;
 8. serious neglect of duty;
 9. gross insubordination, defined as refusal to immediately obey a direct work order from a Superior or any Steward or alternate giving orders to an employee or countermanding orders of Supervisory personnel;
 10. for covered employees in the Police Department, a serious breach of the rules and regulations governing the Police Department.
- B. The Township shall make any of the above charges against an employee within ten (10) days after discovery of the misconduct. Lessor offenses may subject an employee to disciplinary action by the Township.
- C. In all areas of disciplinary procedures, the grievance procedures enumerated and contained in this Agreement shall be applicable.
- D. Warning notices and suspensions shall not remain in effect and shall be removed from the employee's file upon the expiration of three years following the date of such notice.

ARTICLE 8 **REPORTING ACCIDENTS**

Any employee involved in an accident shall immediately report in writing said accident and any physical injuries or property damage sustained. The employee, before going off duty and before starting his next shift, shall make out an accident report in writing, on Township time, on forms furnished by the Township, and shall turn in all available names and addresses of witnesses to the accident. Any employee witnessing an accident involving Township employees or Township property shall immediately report in writing said accident to the appropriate Township personnel.

ARTICLE 9
SAFETY

- A. Under no circumstances will an employee be required or assigned to engage in any activity which is unsafe to the employee's safety.
- B. Employees shall immediately report to the Department Head, in writing, all dangers or defects of equipment or working conditions.
- C. No employee shall be required to pay for loss or damage unless it shall first be proven that such loss or damage was caused entirely by the employee's gross negligence or improper act.
- D. The Township shall maintain in good repair, sanitary conditions for its employees only, such as toilets and hot and cold running water.
- E. Any employee sustaining an injury, while on duty, shall immediately report said injury to his immediate supervisor.

ARTICLE 10
GRIEVANCE PROCEDURE

- A. Definition
 - 1. The term "grievance" as used herein is defined as any controversy arising over the interpretation, application or alleged violation of the terms and conditions of employment or the terms of this Agreement.
 - 2. The term "days" as used herein is defined as business days that all municipal employees are regularly scheduled to report to work.
- B. Purpose
 - 1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any grievances which may arise during the term of this Agreement.
 - 2. When any grievance arises, an earnest effort will be made to settle it in accordance with the procedure set forth below.
 - 3. Nothing contained herein shall be construed as limiting the right of an aggrieved employee, the Township or its Designee to discuss a

grievance informally the Shop Steward or an appropriate supervisory member of his or her department and having the grievance adjusted prior to submission of a written grievance in Step 1. The Shop Steward shall be present at all discussions of a grievance.

4. In the event that disciplinary action is initiated at a higher authority than the grievant's immediate supervisor, the first step of the grievance procedure shall be at the level of the initiating authority, and shall thereafter proceed to the next highest step.

C. Conditions

1. The Shop Steward shall be present at all steps of the grievance procedure.
2. The required days for response mentioned in this section can be waived in a specific instance by mutual agreement of the Township and Shop Steward.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving formal grievances between the parties to this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

1. Step One

- a. An aggrieved employee, along with the Shop Steward, shall submit in writing a grievance to his/her immediate superior within five (5) days.
- b. An employee's failure to act within five (5) working days after the occurrence of the event giving rise to the grievance, shall be deemed to constitute an abandonment of the grievance.
- c. In the event a grievance is not satisfactorily resolved, or failure by an employee's immediate supervisor to respond to a grievance, within five (5) working days of receipt of said grievance by the supervisor, shall permit the aggrieved employee to automatically move to the next step of the grievance procedure.

2. Step Two

- a. In the event that a satisfactory settlement has not been reached at the first step, the aggrieved may within five (5) working days after the Step One decision is rendered, or within five (5) working days after the expiration of the Step One time period, submit the grievance to his or her Division Head.
- b. The Division Head, or designee, shall schedule a meeting with the aggrieved employee and the Shop Steward and Chief Steward within five (5) working days following the receipt of the grievance and shall render a written decision with respect to the grievance within ten (10) days of the meeting. At such meeting, the aggrieved employee shall be accompanied by a Union representative.

3. Step Three

- a. In the event the grievance has not been resolved at Step Two, the aggrieved may, with five (5) working days after the Step Two decision is rendered, submit the grievance to the Department Director.
- b. The request for a third step meeting shall be signed by the aggrieved employee and shall include a copy of the decision rendered by the Division Head.
- c. The Director of the Department or designee, as the case may be, shall schedule a meeting with the Business Agent, the aggrieved employee and the Shop Steward and Chief Steward, within ten (10) days following the receipt of the grievance and shall render a written decision with respect thereto within ten (10) days after the meeting. At such meeting, the aggrieved employee shall be accompanied by a Union representative.

4. Step Four

- a. In the event that the grievance is not resolved at Step Three the aggrieved may, within five (5) days after the Step Three decision is rendered, submit the grievance to the Township Administrator or Mayor's designee.

- b. A meeting shall be scheduled within twenty (20) days after the Township Administrator or Mayor's designee has received the grievance. At such meeting, the aggrieved shall be accompanied by the Union Business Agent, the Chief Steward and his Shop Steward.
- c. The Township Administrator or Mayor's Designee, shall review the matter and issue a written determination within ten (10) days from the date of the meeting.

5. Step Five

- a. In the event the grievance has not been resolved at the previous step, then within five (5) days following the determination of the Administrator, the matter may be referred to the Public Employment Relations Commission (PERC) for the selection of an arbitrator in accordance with the rules and regulations of the Commission. Failure to submit a timely request for arbitration shall be deemed a waiver of the right to arbitrate. The decision of the arbitrator shall be binding upon the parties. The fees and expenses of the arbitrator shall be borne equally by the parties. However, all other expenses including, but not limited to, the presentation of witnesses, shall be borne by the party incurring same.
- b. The arbitrator shall be bound by this Agreement and shall have no authority to add to, or subtract from the Agreement, and in rendering his decision, shall be bound by the laws of the State of New Jersey and the decisions of its courts.
- c. Township Grievances. Grievances initiated by the Township shall be filed directly with the Union within five (5) days of the occurrence of the grievance. A meeting shall be held within five (5) days after filing a grievance between representatives of the Township and the Union in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for binding arbitration in accordance with the provisions of this Article and in accordance with the rules and regulations of the Public Employment Relations Commission. The decision of the arbitrator shall be binding

upon the parties. The fees and expenses of the arbitrator shall be equally borne by the parties. All other expenses including, but not limited to, the presentation of witnesses, shall be borne by the party incurring same.

ARTICLE 11 **SHOP STEWARDS**

- A. The Union must notify the Township as to the names of Stewards and accredited representatives. One (1) Steward and one (1) alternate from the Bargaining Unit, are to be designated by the Union.
- B. Representatives of the Union who are not employees of the Township will not be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters without prior approval of the Township Administrator, with the exception of an emergency.
- C. The Steward and accredited employee representative shall be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters by obtaining permission from the Mayor or the Mayor's designee.
- D. The Steward shall not give orders to employees nor countermand orders of supervisory personnel. However, the Business Agent shall have the right to investigate, along with management, disputes regarding unsafe conditions.

ARTICLE 12 **PROMOTIONS AND TRANSFERS**

- A. All job openings or vacancies shall immediately be posted by the Township on the employee's bulletin board for a period of fourteen (14) consecutive calendar days. At the end of that period, the position may be awarded and become effective on the Monday of the week following the conclusion of the posting period. Any employee wishing to bid for the opening or vacant position shall do so in writing by signing the posting.
- B. Openings or vacancies for positions covered by this Agreement shall be filled according to seniority and on ability and qualifications needed to fill the position. Each employee shall have a sixty (60) day qualification period. If at the end of the qualifying period, or at any time before, the Township feels that the employee is not qualified, said employee shall be

disqualified. Any employee so disqualified or who voluntarily gives up the new position, shall be allowed to resume his/her former position, if it is still open and available; or take any other equal or less qualified position, if a vacancy exists within the bargaining unit.

In the event the employer may not obtain sufficient or qualified employees to fill the openings or vacancies, then they may fill such positions from other sources.

ARTICLE 13 **MAINTENANCE OF WORK OPERATIONS**

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union or any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.
- B. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township, and that the Union will order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE 14 **SUPERSEDING CLAUSE**

- A. This Agreement supersedes any and all other agreements dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Agreement, except that the police disciplinary code shall apply with complete force and effect to all

employees covered by this Agreement who work under the direction of the Chief of Police.

ARTICLE 15
HOURS OF WORK

- A. 1. The regular work week for current employees shall consist of thirty-five (35) hours, consisting of an eight (8) hour work day, Monday through Friday, seven (7) hours paid and one (1) hour unpaid lunch, when applicable, in all departments covered by this Agreement with the exception of the Engineering Department. The work week for employees hired subsequent to January 1, 1991, would consist of Monday through Sunday.
- 2. The regular work week for the Engineering Department and Police Personnel currently working forty (40) hours, shall continue to be forty (40) hours, consisting of an eight and one-half (8½) hour work day, Monday through Friday, eight (8) hours paid and one-half (½) hour unpaid lunch.
- B. There shall be no split shifts of regular work days.
- C. Employees shall be subject to call at any time for special assignments and/or emergencies.

ARTICLE 16
OVERTIME

All employees shall receive overtime pay for all work in excess of forty (40) hours per week at the rate of one and one-half (1 ½) the employee's regular base rate pay.

- A. Reasonable notice will be given if overtime is to be worked by regularly scheduled day shift employees, unless it is an emergency situation.
- B. All overtime and premium days worked shall be offered by seniority within each department to those qualified employees who are not working.

ARTICLE 17
PAY PERIODS

- A. When the regular payday occurs on a recognized holiday, the Township shall pay the employees on the regular workday immediately preceding the holiday.

- B. With each paycheck, employee shall be provided with a statement of gross earnings an itemized statement of all deductions made for any purpose, with a breakdown of all hours worked and/or paid for.
- C. Pay period may be once every two (2) weeks, on Friday, at the Township's discretion.

ARTICLE 18
SALARY

- A. Effective with the signing of this contract and ratification by Township Council, all the employees covered under this Collective Bargaining Agreement and who are employees at the time of the signing of the contract shall receive the following increases:
 - 1. January 1, 2005: 4.0%
 - 2. January 1, 2006: 4.0%
 - 3. January 1, 2007: 4.0%In no case shall individuals no longer employed by the Township be entitled to or receive any compensation or retroactive salary payment.
- B. The following salary adjustments shall apply only to those employees in the bargaining unit as of January 1, 2005. These are one time salary adjustments. Under no circumstances shall these salary adjustments be made in any year of the contract other than 2005.
 - 1. All employees in the bargaining unit as of January 1, 2005 whose positions are classified as Clerk I and whose base salary is below \$17,000 shall have their base salary increased to \$17,000.00.
 - 2. All employees in the bargaining unit as of January 1, 2005 whose positions are classified as Clerk II and whose base salary is below \$19,000.00 shall have their base salary increased to \$19,000.00.
 - 3. All employees in the bargaining unit as of January 1, 2005 whose positions are classified as Clerk III and whose base salary is below \$20,500.00 shall have their base salary increased to \$20,500.00.
 - 4. All employees in the bargaining unit as of January 1, 2005 whose positions are classified as Administrative I and whose base salary is below \$22,000.00 shall have their base salary increased to \$22,000.00.

5. All employees in the bargaining unit as of January 1, 2005 whose positions are classified as Administrative II and whose base salary is below \$23,500.00 shall have their base salary increased to \$23,500.00.
- C. All employees in the bargaining unit with ten (10) or more years of service with Cherry Hill Township as of January 1, 2005 shall receive a one time \$1,500.00 increase in their base salary. Under no circumstances shall an employee receive this increase in any year of the contract other than 2005.
- D. The following starting salaries apply to employees hired during years 2005, 2006, and 2007 of this contract. This schedule sets forth starting salaries only. After employment commences, the employee shall be subject to the salary increases detailed in Article 18 (A).

<u>Classification</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
Clerk I	\$17,000.00	\$17,500.00	\$18,000.00
Clerk II	\$19,000.00	\$19,500.00	\$20,000.00
Clerk III	\$20,500.00	\$21,000.00	\$21,500.00
Administrative I	\$22,000.00	\$22,500.00	\$23,000.00
Administrative II	\$23,500.00	\$24,000.00	\$24,500.00

ARTICLE 19
SICK LEAVE

- A. Employees in the bargaining unit shall be allowed paid sick leave which shall be earned at the rate of one (1) day per month for each month of employment, up to a maximum of twelve (12) days in any year. Sick leave days shall be accumulated without limitation so long as an employee is on the active payroll.
- B. Sick leave shall be based upon the individual employee's regular straight time base rate of pay, exclusive of shift premiums, for the day on which he/she is absent from work because of such accident or illness.
- C. A doctor's certificate may be required, after three consecutive days absence, at the Township's option as a condition for payment of sick leave, except with respect to a period of time during which an employee is hospitalized. Abuse of sick leave shall be cause for disciplinary action.
- D. Sick leave benefits shall be integrated with welfare payments, worker's compensation or disability income. Under no circumstances will any

combination of sick leave benefits with welfare, worker's compensation or disability income benefits exceed an employee's regular straight time base rate of pay or weekly rate of pay. The Township may also require a certificate of hospitalization.

- E. Sick leave shall be payable only with respect to a work day on which the employee would otherwise have worked, and shall in no event apply to an employee's scheduled day off, holiday, vacation, leave of absence, or to any day for which an employee has received full pay from the Township.
- F. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health may be required by the Township before return to work.
- G. The Township may require an employee who has been absent because of personal illness, or injury, as a condition of his/her return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing the duties required of that position and that the return will not jeopardize the health of other employees.
- H. An employee may begin accruing sick leave upon commencement of employment with the Township.

ARTICLE 20 **MILITARY LEAVE**

The Township agrees to provide all employees with military leave in accordance with Federal and State statutes.

ARTICLE 21 **JURY LEAVE**

A regular full-time employee who loses time from his/her job because of jury duty, as certified by the Clerk of the Court, shall suffer no loss of salary, subject to the following conditions:

- A. Any payment received for jury service must be returned to the Township within two (2) weeks upon receipt if the Township has paid the employee's full salary during the day(s) served on jury duty;

- B. The employee must notify his supervisor immediately upon receipt of a summons for jury service;
- C. This section does not apply where an employee voluntarily seeks jury service.
- D. No reimbursement of wages will be made for jury service during holidays or vacations or other time off from Township employment.
- E. The employee submits adequate proof of the time served on the duty and the amount received for such service.

ARTICLE 22
FUNERAL LEAVE

- A. In the event of death in the employee's **immediate** family, the employee shall receive five (5) scheduled working days off, without loss of pay, one of which must be the day of the funeral and the remainder to be used within one (1) week of the day of the funeral.
- B. The "immediate family" shall include parents, parents-in-law, spouse, children, brothers or sisters, grandparents, brothers or sisters-in-law, stepparents, stepchildren, foster children, grandchildren. Proof of death and relationship may be requested by the Township.

ARTICLE 23
FAMILY/MATERNITY LEAVE
FAMILY LEAVE

- A. All employees shall be entitled upon application to the Township to unpaid family leave of up to twelve (12) weeks in any twenty-four (24) month period under the terms and conditions set forth in the Family Leave Act, N.J.S.A. 34:11B-1 ("Act"). The parties hereto agree that no employee shall be entitled to any greater benefit or enjoy any greater rights than those conferred upon such employee pursuant to the Act as in effect on June 1, 1994.
- B. Nothing in this Article shall be construed as applying, directly or indirectly, to any employee not covered by this contract and same shall not be construed as a waiver of any statutory rights, exceptions or defenses available to the employer.

MATERNITY LEAVE

- A. Request for maternity leave shall be made in writing no later than thirty (30) days prior to the commencement of the leave, except where emergent circumstances warrant shorter notice.
- B. The pregnant employee shall be granted earned and accumulated sick and vacation leave time during the pregnancy and the period following childbirth.
- C. In addition, a female employee may be granted maternity leave without pay and without benefits up to one (1) year provided, however, that such leave is medically necessary as the result of a continuing disability related to the pregnancy or childbirth. The necessity for such leave together with a statement explaining the disability and its relationship to either the pregnancy or childbirth, shall be verified in writing by a doctor, and presented to the employer along with the employee's request for leave. The employer retains the right to require such medical examinations by its physicians as are reasonably necessary to determine the medical necessity for the requested leave.
- D. Nothing in this Article shall be construed as applying, directly or indirectly, to any employee not covered by this contract and same shall not be construed as a waiver of any statutory rights, exceptions or defenses available to the employer.

ARTICLE 24 LEAVE OF ABSENCE

- A. Any employee desiring a leave of absence without pay from the Township shall secure written permission from the Township with notice to the Union.
- B. Approval of such a leave of absence shall be at the sole discretion of the Township. Approval shall not be unreasonably withheld.
- C. The maximum leave of absence shall be for thirty (30) days and may be extended for an additional thirty (30) days at the sole discretion of the Township.

- D. Permission for extension must be secured from the Township with notice to the Union.
- E. During the period of absence, the employee shall not engage in full-time or part-time employment whatsoever. Failure to comply with this provision shall result in the complete loss of seniority rights with the employee involved, and may result in the employee's loss of employment with the Township, at the Township's sole discretion.
- F. The employee is not entitled to benefits. Each employee shall be responsible for the continued payments for and must make suitable arrangements with the Township for the continuation of all benefits.
- G. Any employee unable to work because of non-work related illness, injury or contagious disease, may be granted a medical unpaid leave of absence at the discretion of the Township for the duration of such condition, up to a maximum of twelve (12) months or sooner if released by a licensed competent medical authority to return to work. During such medical leave, the employee shall retain and accrue seniority to which he/she may be or may come to be entitled to but without other benefit. The period of leave will commence from the time of illness causing the employee to be removed from work duty. No other employment shall be allowed during this medical leave of absence.

ARTICLE 25
UNION LEAVE

Whenever practicable, meetings between representatives of the Township and the Union for the negotiation of terms of the Agreement shall be scheduled during non-working time of affected employees. When it is necessary to schedule such meetings during regular working time, unit employees whose attendance is required shall be paid at regular straight time rates for all time required to attend such meetings.

ARTICLE 26
BULLETIN BOARD

The Union shall have the use of the bulletin board on the Township's premises for the posting of notices relating to Union meetings and official business of the Union only. No other notices shall be posted until it has been submitted to and approved by the Township. Such approval shall not be unreasonably withheld.

ARTICLE 27
HOLIDAYS

A. The following are the paid holidays to be given to the employees covered by the Agreement.

New Year's Day
Martin Luther King Day
President's Day

Good Friday
Memorial Day
Independence Day

Labor Day
Yom Kippur, (if it falls on a weekday;
otherwise the holiday will be
Rosh Hashanah)

Veteran's Day
Thanksgiving Day
Day following Thanksgiving
Christmas Day

B. If an employee has taken an unexcused absence on the first (1st) work day preceding, or the first (1st) work day following any of the holidays enumerated in Section A above, the employee shall not receive pay for that holiday, unless the employee works on that day. If the employee is out on sick leave, the employer may require a doctor's certificate.

C. An employee shall be paid one (1) time the employee's regular base hourly rate of pay for each hour worked in addition to their regular day's pay for an aforesaid holiday actually worked. If an employee volunteers, he/she may exchange working on a holiday for another day off at the employee's option, with departmental approval.

D. Each employee will also receive three (3) personal days off with pay, preferably with two (2) days written notice to his/her Department Head. Such leave will be granted subject to work force weeks. Personal days must be used by December 31 of the year in which such days were earned.

ARTICLE 28
VACATIONS

A. Each employee covered by this Agreement shall be entitled to an annual vacation leave with pay in accordance with the following schedule:

1. During the first (1st) calendar year of employment if appointed after June 30th; 0 days

- | | | |
|----|---|---|
| 2. | During the first (1 st) calendar year of employment if appointed prior to June 30 th ; | One (1)
Scheduled
Working Week |
| 3. | From the second (2 nd) calendar year through and including the seventh (7 th) calendar year of employment; | Two (2)
Scheduled
Working Weeks |
| 4. | From the eighth (8 th) calendar year through and including the fifteenth (15 th) calendar year of employment; | Three (3)
Scheduled
Working Weeks |
| 5. | From and after the sixteenth (16 th) calendar year of employment. | Four (4)
Scheduled
Working Weeks |
- B. The vacation period shall be the calendar year from January 1 through December 31.
- C. Employees may receive a full week's vacation pay on their last regular payday prior to going on vacation. An employee shall provide no less than two (2) weeks advance notice prior to going on vacation of his/her desire to receive vacation pay.
- D. Accumulation of annual vacation leave from year to year may be permitted at the discretion of the Department Head with approval of the Mayor; however, accumulated vacation leave must be utilized prior to March 31 in the year succeeding its accumulation or it will be forfeited, unless otherwise approved by the Mayor.

ARTICLE 29
LONGEVITY

- A. All full-time Township employees shall receive longevity pay according to years of continuous service as follows:
- | | |
|--|-----------|
| Zero (0) to (five) 5 years of service | 0% |
| After five (5) full years of service | 6¼% |
| After nine (9) full years of service | 6 ¾% |
| After fourteen (14) full years of service | 7¼% |
| After nineteen (19) full years of service | 7 ¾% |
| After twenty-four (24) full years of service | 8¼% |
| | (Maximum) |

B. All full-time permanent employees shall receive the longevity for each year of service, or any portion of same which is to be included into their total salary.

ARTICLE 30
MEDICAL AND INSURANCE BENEFITS

A. The following health insurance benefits shall be provided by the Township:

1. Coverage to provide hospital, surgical, lab, x-ray and major medical benefits, said coverage to be with HMO (managed health care) provider. Employees shall be entitled to Township-paid, single HMO level coverage only during the first year of employment, and thereafter, Township-paid family HMO level coverage.
2. Dental Insurance: \$50 deductible per person, \$150 per family per calendar year.
3. The Township's employee prescription plan: five dollars (\$5.00) co-pay for generic drugs, ten dollars (\$10.00) co-pay for non-generic drugs at participating pharmacies, five dollars (\$5.00) co-pay for generic mail order drugs, and ten dollars (\$10.00) co-pay for non-generic mail order drugs. The deductibles listed above shall apply throughout the term of this contract.

B. The Township may change the Health Benefits carriers, where equivalent and/or superior benefits would result from such a change, but only after notification to the Union.

C. The following schedule of medical co-pay caps shall apply to routine office visits:

<u>2005</u>	<u>2006</u>	<u>2007</u>
\$2	\$2	\$5

D. Co-pays for specialist and other non-routine office visits may change January 1, 2007 in accordance with the \$5 Co-Pay HMO Plan.

E. Upon retirement from Cherry Hill Township after completion of twenty-five (25) years of service, medical insurance coverage shall be provided for the retiree and his or her spouse up to age of Medicare eligibility under the following conditions: (a) each individual must certify annually that the retiree

and his or her spouse have no other medical insurance coverage; and failure to provide this certification within 30 days upon request may result in permanent and irrevocable cancellation of said health coverage; (b) should the retiree move out of the area serviced by the Township's coverage, the retiree and his/her spouse shall be provided with quarterly reimbursement for medical coverage, providing those eligible for out of area coverage annually certify that they have no other medical coverage and provide proof of payment to the out-of-area medical insurance carrier; (c) the maximum cost to the Township under this provision shall not exceed six thousand dollars (\$6,000.00) per calendar year per retiree; (d) any cost in excess of \$6,000.00 shall be paid in a timely manner and failure to pay said amount within thirty (30) days of billing may result in permanent and irrevocable cancellation of said health coverage; (e) this provision shall apply only to those employees who retire while this contract is in effect; and (f) this coverage shall be for medical and surgical coverage in effect at this time.

ARTICLE 31 **INJURY PAY**

- A. In the event an employee is injured on the job, he/she shall sustain no loss of pay for the balance of that day.
- B. The injury shall be substantiated by a doctor's certificate or hospital report.
- C. The employee shall also be paid in the event he/she must have follow-up treatment during work hours.

ARTICLE 32 **HIRING ADDITIONAL EMPLOYEES**

- A. The Township shall notify the Union when any new employees are to be hired to fill positions within the terms of this Agreement.
- B. During the probationary period, the employee may be discharged without recourse, provided that the Township may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members.
- C. After successful completion of the probationary period, the employee shall be placed on the regular seniority list.
- D. In case of discharge within the probationary period, the Township shall notify the Union in writing.

- E. The positions covered under this Agreement shall not be reduced through the use of part-time, casual or seasonal, or non-union employees. Any normal work related to jobs regularly performed by employees covered by this Agreement shall be performed by said employees at pay rates according to Township ordinance. Notwithstanding anything in the foregoing to the contrary, the Township shall not be prevented from reorganizing or eliminating positions for more efficient and cost effective delivery of service, with notification to the Union of the Township's action.

ARTICLE 33 **PROBATIONARY PERIOD**

A. Permanent Employees

Each employee of the Township who becomes a new member of this bargaining unit shall be subject to a probationary period of employment during which time said employee may be discharged by the Township with or without cause. The length of this probationary period shall be one (1) year from the date of employment by the Township. The employee shall receive all contractual benefits, the first of the month, after sixty (60) calendar days from the date of hire, except the right to grieve a discharge, which shall apply however, after completion of the probationary period.

B. Temporary Employees

All temporary employees who are employed eight hundred (800) or more hours in a twelve (12) month period shall be considered permanent employees after such time with no further probationary period required. This provision shall not be used to circumvent the hiring of new employees for permanent positions.

ARTICLE 34 **LAYOFF AND RECALL**

- A. Should it become necessary to layoff employees because of lack of work, the Township shall resort to strict seniority, which means the last employee hired shall be the first employee laid off, so long as the employee retained is qualified to do the work.
- B. When the Township recalls the employee it shall be done in the reverse order in the manner they were laid off, which means the last employee laid

off shall be the first employee to be recalled, so long as the employee to be recalled is qualified to do the work necessitating the recall.

- C. The Township agrees to give at least one (1) week written notice whenever making seasonal or permanent layoffs to the Union, Shop Steward and the affected employees whenever possible. Where such notice is not given, the employee shall receive one (1) week's pay in lieu thereof.
- D. The Township when recalling laid off employees, shall contact the employee at the employee's last known address by registered letter, and the employee shall have three (3) days to respond to such recall notice and seven (7) days to report to work. After one (1) year on layoff, a laid-off employee's recall rights expire.

ARTICLE 35 **DUES DEDUCTION**

The Township hereby agrees to deduct union dues from union members' periodic paychecks upon the precondition of receipt of an executed dues deduction authorization from the affected employee.

ARTICLE 36 **SEVERABILITY OF AGREEMENT**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 37 **FULLY-BARGAINED PROVISIONS**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the parties thereto.

ARTICLE 38

TERM AND RENEWAL OF AGREEMENT

This Agreement shall be in full force and effect as of 12:01AM January 1, 2005 and shall be in effect up to and including December 31, 2007. This Agreement shall continue in full force and effect from year to year thereafter, unless either party gives notice in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Cherry Hill, New Jersey on this _____th day of _____, 2005.

TEAMSTERS LOCAL UNION NO. 676

TOWNSHIP OF CHERRY HILL
A Municipal Corporation
of the State of New Jersey

BY: Marcus King 4/27/05
MARCUS KING, VICE PRESIDENT
TEAMSTERS LOCAL UNION NO. 676

BY: Bernard A. Platt
BERNARD A. PLATT
MAYOR

BY: Janice Jordan 4/27/05
JANICE JORDAN, SHOP STEWARD

BY: David Fleisher
DAVID FLEISHER
CHERRY HILL COUNCIL PRESIDENT

BY: Marsha Tedesco 4/27/05
MARSHA TEDESCO
ASSISTANT SHOP STEWARD

Attest:
Nancy L. Saffos
NANCY L. SAFFOS, RMC
MUNICIPAL CLERK
TOWNSHIP OF CHERRY HILL

AMENDMENT
To
AGREEMENT BETWEEN TOWNSHIP OF CHERRY HILL
AND TEAMSTERS LOCAL UNION NO. 676
ARTICLE 22 - FUNERAL LEAVE

The following amendment is incorporated into and made a part of the Agreement between the Township of Cherry Hill and Teamsters Local Union No. 676 dated January 1, 2005, as amended, by mutual agreement of the Parties as set forth herein.

Amendment 1.
Article 22-Funeral Leave

A. When a death occurs in the immediate family of a full-time employee, such employee shall receive five (5) scheduled working days off, without loss of pay, one of which must be the day of the funeral and the remainder to be used within one (1) week of the day of the funeral.

- i. An employee's "immediate family" shall include parents, parents-in-law, spouse, children, brothers or sisters, grandparents, brothers or sisters-in-law, stepparents, stepchildren, foster children, grandchildren. Proof of death and relationship may be requested by the Township.

B. When a death occurs to a family member, not listed in A(i) above, who is killed in the line of active military duty, a full-time employee shall at the discretion of the department head be granted a paid Leave of Absence of up to two (2) days to attend the funeral.

Except as hereinabove amended, the Agreement is unchanged, and the applicable portions shall remain in full force and effect.

Dated this 27th day of September, 2005.

Township of Cherry Hill

By: Maris Kukainis

Name: MARIS Kukainis

Title: Business Administrator

Date: 9/27/05

Teamsters Local Union No. 676

By: Marion Qu King

Name: Marion Qu King

Title: Vice President

Date: 10/6/05