

AGREEMENT

BETWEEN

THE TOWNSHIP OF CHERRY HILL

AND

TEAMSTERS LOCAL UNION NO. 676

POLICE DISPATCHERS

EFFECTIVE DATES:

January 1, 2015
up to and including
December 31, 2018

TABLE OF CONTENTS

	PAGE
PREAMBLE.	4
<u>ARTICLE</u>	
# 8 BULLETIN BOARD	12
#34 CLOTHING AND UNIFORMS	27
#28 COMPENSATION	22
# 9 DISCIPLINE AND DISCHARGE	12
#38 DUES DEDUCTION	29
#41 DURATION OF AGREEMENT	29
#22 FAMILY LEAVE/MATERNITY LEAVE	19
#39 FULLY BARGAINED AGREEMENT	29
#21 FUNERAL LEAVE	19
# 7 GRIEVANCE PROCEDURE	10
#26 HOLIDAYS	20
#15 HOURS OF WORK	15
#31 INJURY PAY	27
#20 JURY LEAVE	18
#37 LATERAL ENTRY INTO BARGAINING UNIT	29
#36 LAYOFF AND RECALL	28
#23 LEAVE OF ABSENCE	19
#29 LONGEVITY	23
#11 MAINTENANCE OF WORK OPERATIONS	13
# 3 MANAGEMENT RIGHTS	5

#30	MEDICAL	23
#19	MILITARY LEAVE	18
# 2	NON-DISCRIMINATION	5
#16	OVERTIME	16
#17	PAY PERIODS	16
#25	PERSONAL DAYS	20
#35	PROBATIONARY PERIOD	28
#10	PROMOTIONS AND TRANSFERS	13
# 1	RECOGNITION	4
# 5	REPRESENTATION FEE/AGENCY SHOP	7
#32	SAFETY	27
#33	SANITARY CONDITIONS	27
# 6	SENIORITY	9
#40	SEVERABILITY OF AGREEMENT	29
#18	SICK LEAVE	17
#14	SUPERSEDING CLAUSE	15
#13	TRAINING TIME	14
#24	UNION LEAVE	20
# 4	UNION RIGHTS	6
#27	VACATIONS	21
#12	WORK PERFORMED BY COVERED EMPLOYEES	14

PREAMBLE

This Agreement entered into this ____ day of October, 2015, 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 (hereinafter called the "Township"), and the **TEAMSTERS LOCAL UNION NO. 676** (hereinafter called 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 benefited 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-84-110, the Township recognizes the Union as the exclusive bargaining representative for all full-time police dispatchers employed by the Township in the Police Department, excluding all part-time dispatchers, all other blue collar employees, all white collar employees, professional employees, policemen, crossing guards, emergency medical technicians, firemen, heads and deputy heads of departments and

agencies, managerial executives and all other Township employees within the meaning of the Act.

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, creed, color, age, national origin, ancestry, physical disability, political belief, religion, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), pregnancy, liability for service in the United States armed forces, gender identity or expression and/or any other characteristic protected by law marital status, sex 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**

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:

- A. The executive management and administrative control of the Township government and its properties and facilities and the activities of its employees;
- B. 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;
- C. 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 Administration or designee, such consent shall not be unreasonably denied for the purpose of processing or investigating grievances and ascertaining that the Agreement is being adhered to. 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 send applicants for job openings to the Township Personnel Office, and the Township agrees to give the same consideration to Union-sent 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. Investigate and present 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 steward or his/her alternates 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 to 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 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 will 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.

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 for full-time employees is defined to mean an accumulated length of continuous service with the Township in their job classification computed from the last date of hire.

B. An employee's seniority 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 immediately upon expiration of authorized leave;
4. Absence for three (3) consecutive working days without leave or notice;
5. Engaging in any other employment during an approved leave of absence;
6. Employees who have been on layoff status in excess of one (1) year;
7. Failure of laid-off employee to respond within three (3) days of notification of recall, and report to work within seven (7) days of notification.

D. Once each year, during the month of January, the Township shall compile and submit to the Union in writing and then post in a conspicuous place a seniority list or lists from the regular payroll records. Any employee 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. Any controversy over the seniority standing of any employee on the seniority list shall be submitted as a grievance within the ten (10) days after posting, after which the list shall become binding.

E. 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.

F. Should a dispatcher leave the Township for another position and returns to the Township as a dispatcher before his/her previous position is filled, he/she shall continue at the same seniority level as when he/she left the employ of the Township.

ARTICLE 7 **GRIEVANCE PROCEDURE**

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may rise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department staff.

C. With regard to employees and the Township, the term "grievance" as used herein means an appeal by an individual employee, group of employees or the Township from the interpretations, application or alleged violation of the terms and conditions of this Agreement.

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

1. Step One - Except as provided in Article VI, Paragraph D, the aggrieved or the Union shall institute action under the provisions hereof within five (5) working days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

2. Step Two - If no agreement can be reached orally within two (2) working days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within five (5)

working days thereafter to the immediate supervisor or supervisor's designated representative. The immediate supervisor or supervisor's designated representative shall answer the grievance in writing within five (5) working days of receipt of the written grievance.

3. Step Three - If the Union wishes to appeal the decision of the immediate supervisor, such appeal shall be presented in writing to the Chief of Police within five (5) working days thereafter; the Chief of Police shall respond, in writing, to the grievance within ten (10) working days of the submission.

4. Step Four - If the Union wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Mayor or Mayor's designee within five (5) working days thereafter. The Mayor or Mayor's designee shall respond, in writing, to the grievance within fifteen (15) working days of the submission.

5. Step Five - If the grievance is not settled in Steps One, Two, Three, and Four, either party shall have the right to submit the dispute to arbitration within fifteen (15) working days of resolution of Step 4, pursuant to the rules and regulations of the Public Employment Relations Commission. Failure to submit a timely request for arbitration shall be deemed a waiver of the right to arbitrate.

a) The costs for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

b) The parties direct the arbitrator to decide, as a preliminary question, whether he has the jurisdiction to hear and decide the matter in dispute.

c) The arbitrator shall be bound by the provision of this Agreement and the Constitution and Laws of the State of New Jersey and be 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 or supplement thereto, and in rendering the decision, shall be bound by the laws of

the State of New Jersey and the decision of its Courts. The decision of the arbitrator shall be final and binding.

E. Upon prior notice to and authorization of the Chief of Police, the designated Union Representative shall be permitted to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during working hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township of Cherry Hill as determined by the Chief of Police or require the recall of off-duty employees or overtime payment to employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered by the Township within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been upheld in favor of the aggrieved. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE 8 **BULLETIN BOARD**

The Union shall have the use of the bulletin board located in the police dispatch area for the posting of notices relating only to the meetings and official business of the Union. No other notices shall be posted unless approved by the Chief of Police.

ARTICLE 9 **DISCIPLINE AND DISCHARGE**

The parties agree that in matters of discipline and discharge, employees shall be subject to the rules, regulations, general orders and procedures as are sworn police officers.

ARTICLE 10
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 shall be awarded and become effective five (5) days 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 and notifying the Chief of Police.

B. All openings or vacancies for this position shall be filled by the Township management according to seniority, if qualified. The aforesaid does not detract from any management rights set forth in Article 3 hereinabove provided.

ARTICLE 11
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 12
WORK PERFORMED BY COVERED EMPLOYEES

A. It is agreed by the parties that no provision of this contract shall be deemed to limit in any manner whatsoever the authority of the Chief of Police or his/her designee to assign police officers to duty as radio dispatchers when necessary, or to intervene in the operation of the communications facilities when necessary.

B. It is also agreed that this Article shall not be used to deny a member of the bargaining unit any work opportunity, nor shall it be used to reduce the work force by the use of non-bargaining unit personnel. It is recognized that operation and use of the Civil Defense Mobile Communications equipment for purposes of communication, whereby such use is replacing or being used in conjunction with or an extension of headquarters communications facilities, is work performed by the Bargaining Unit.

C. Effective January 1, 2016, any dispatcher who trains a police officer or bargaining unit member shall receive \$3.00/hour additional compensation for training time.

ARTICLE 13
TRAINING TIME

A. Employees will participate in training at the police headquarters or such other places as may be required.

B. The amount and schedule of training time shall be determined by the Chief of Police. The training time shall be at straight time or compensatory time at the Chief's discretion.

C. The Township will use the employee's on duty-time when the Chief of Police determines it is possible to fulfill the requirement for training purposes only.

D. Training time is not to be interpreted as including that time spent by the Superior Officers with an employee reviewing reports, evaluating the employee's performance or other matters relating to an individual employee, but it is intended to encompass instruction and training required by the Police Department.

ARTICLE 14
SUPERSEDING CLAUSE

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.

ARTICLE 15
HOURS OF WORK AND COMPENSATORY TIME

A. Employees under this Agreement shall be paid at the rate of time and one and one half (1 and 1/2) for all hours worked in excess of the hours in the employee's regularly scheduled work week as set forth in the duty schedule.

B. The regular duty schedule will provide a basic work week for forty (40) hours composed of twelve (12) hour work shifts with offsets not to exceed one hundred sixty (160) hours in any twenty-eight (28) day period.

C. The request for exchange for hours of duty by an employee may be granted by the Chief of Police or his/her designee, provided such request has been made through channels and in conformance with the needs of the department. In volunteering to exercise the provisions of this Article, no employee shall work more than time permitted under departmental daily rest policy.

D. Compensatory time off earned during a calendar year if unutilized will be compensated for at straight time rates (at the rate earned) by the Township, unless the employee requests and is granted the right to accumulate such time off for the succeeding year. Such approval may be granted at the discretion of the Chief of Police or designee, which approval may not be arbitrarily denied. In the event of such accumulation, that time off must be taken subject to the approval of the Chief of Police or designee.

E. If the twelve (12) hours shift schedule should be terminated and the department reverts back to the prior schedule (8.5 hour shifts - 2068 hours annually), time accumulations and calculations shall revert back to those utilized under that schedule.

ARTICLE 16
OVERTIME

A. All employees shall receive overtime pay for all work in excess of twelve (12) hours in any day or eighty (80) hours in any fourteen (14) day period at the rate of one and one half (1 and 1/2) the employee's regular base rate of pay.

B. Reasonable notice will be given if overtime is to be worked by regularly scheduled shift employees, unless it is an emergency situation.

C. Overtime: Covered employees of this contract shall have the first opportunity to be assigned to or volunteer for overtime opportunities. All overtime opportunities, when known in advance, shall be posted and covered employees shall have the first option for the overtime opportunity. An overtime opportunity shall exist when no other qualified person is available to perform the service.

D. In calculating the employee's base hourly rate of pay for the purpose of overtime, the Township shall take the employee's annual salary, as set forth in Article 28, and divide it by 2080 hours.

ARTICLE 17
PAY PERIODS

A. When the regular payday occurs on a holiday, the Township shall pay the employees on the regular work day immediately preceding the holiday.

B. With each paycheck, employees shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose. All employees shall be required to use direct deposit pursuant to P.L. 2013 c. 38 and receive their payroll statements electronically.

C. All employees shall be paid once every two (2) weeks on a Friday in conjunction with other Teamsters bargaining unit contracts. Each payday period ends at midnight the Sunday preceding payday.

D. The Township shall have the right, upon thirty (30) days' notice to the Union, to implement a payroll system issuing twenty-four (24) paychecks per calendar year.

ARTICLE 18
SICK LEAVE

A. Employees in the bargaining unit shall be allowed paid sick leave of one hundred twenty-seven and one half hours (127.5) hours per year. Sick leave shall be earned at the rate of 10.625 hours each month. During the first calendar year of employment, employees shall earn sick leave on a prorated monthly basis.

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 or she is absent from work because of such accident or illness.

C. Sick leave shall not be granted to an employee until the completion of the probationary period.

D. A doctor's certificate may be required 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.

E. Employees shall not be compensated for unused accumulated sick leave upon termination of their employment with the Township, upon retirement from said employment or upon death.

F. 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.

G. 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.

H. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required by the Township before returning to work.

I. Before returning to work, the Chief of Police 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 normal duties and that return will not jeopardize the health of other employees.

J. No benefits will be paid by the Township or its insurance carriers if employee is injured working at a second job.

K. Upon separation, any unearned sick time taken by the employee will be reimbursed to the Township.

ARTICLE 19 **MILITARY LEAVE**

The Township agrees to provide all employees with military leave in accordance with Federal statutes, as further set forth in the Township's Personnel Policies and Procedures Manual.

ARTICLE 20 **JURY LEAVE**

A. 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 be paid by the Township the difference between his/her daily base rate of pay (up to a maximum of a regular work day) and the daily jury fee, subject to the following conditions. 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 salary during the day(s) served on jury duty:

1. The employee must notify his/her supervisor immediately upon receipt of a summons for jury service;
2. The employee has not voluntarily sought jury service;
3. No reimbursement of wages will be made for jury service during holidays, vacation or the employee's regular day off or other time off from Township employment;
4. The employee submits adequate proof of the time served on the jury and the amount received for such service.

ARTICLE 21
FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall receive three (3) scheduled working days off without loss of pay - one (1) of which must be the day of the funeral.

B. An employee's "immediate family" shall be considered parents, parents-in-law, spouse, children, step-children, brothers or sisters, grandparents, brothers or sisters-in-law, stepparents, foster child and grandchildren. Proof of death may be required by the Township. The Chief of Police, at his/her discretion, may grant funeral leave as in paragraph 21 A above for deaths affecting the employee but which are not defined as immediate family herein.

ARTICLE 22
FAMILY/MATERNITY LEAVE

Employees shall be entitled to those rights granted under the Federal Family Medical Leave Act and New Jersey Family Leave Act, as further set forth in the Township's Personnel Policies and Procedures Manual.

ARTICLE 23
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. Upon the written request of an employee, leaves of absence without pay and without accrual or payment of fringe benefits shall, at the Township's sole discretion, be granted to an employee who has established valid justification for such leave.

C. The maximum leave of absence shall be fifteen (15) days and may be extended for an additional fifteen (15) 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 shall be responsible for the continued payments for and may make suitable arrangements with the Township for the continuation of benefits.

ARTICLE 24 **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, a maximum of one (1) employee whose attendance is required shall be paid at regular straight time rates as required to attend such meetings.

ARTICLE 25 **PERSONAL DAYS**

Personal leave is an accrued benefit. Each employee shall be entitled to three (3) personal days per year, earned at a rate of .25 days per month. Employees shall be required to give forty-eight (48) hours' notice of his/her supervisor as to the personal day he/she wishes to take. Such leave will be granted subject to work force needs. Personal days must be utilized by December 31st of each year in which such days were earned. Upon separation, any unearned personal time taken by the employee will be reimbursed to the Township.

ARTICLE 26 **HOLIDAYS**

In lieu of official paid holidays, each employee shall be granted twelve (12) days off each calendar year earned at a rate of one (1) day per month, to be scheduled at the discretion of the Chief of Police or Chief's designee. Holidays earned in one (1) year must be utilized by March 31st of the succeeding year or will be lost, provided that the employees are given the opportunity to utilize such holidays during this period. Upon separation, any unearned holiday time taken by the employee will be reimbursed to the Township.

ARTICLE 27
VACATIONS

A. Each employee shall be entitled to annual vacation leave with pay in accordance with the following schedule:

- | | |
|--|------------------------------------|
| 1. During the first (1st) calendar year of employment if appointed after June 30; | 0 hours |
| 2. During the first (1st) calendar year of employment if appointed prior to June 30; | Forty (40) hours |
| 3. From the second (2nd) calendar year through and including the seventh (7th) calendar year of employment; | Eighty (80) hours |
| 4. From the eighth (8th) calendar year through and including the fifteenth (15th) calendar year of employment; | One hundred and twenty (120) hours |
| 5. From and after the sixteenth (16th) calendar year of employment. | One hundred and sixty (160) hours |

B. 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 31st in the year succeeding its accumulation or will be lost, provided the employee is given the opportunity to utilize such days during this period.

C. An annual vacation leave schedule shall be prepared in accordance with the provisions of this Article.

D. A "vacation day" shall be construed to mean one (1) working day and shall not include those which the employee otherwise would normally have off during the course of any given work week.

E. Vacation time is an accrued benefit. Vacation time will be pro-rated for new employees in the first year of employment. Upon separation, any unearned vacation time taken by the employee will be reimbursed to the Township.

ARTICLE 28
COMPENSATION

- A. Effective with the signing of this contract and ratification by Township Council, all the employees covered under this Agreement and who are active employees at the time of the signing of the contract shall be compensated at the annual salaries set forth in the attached schedule,* which reflects salary increases of:

2016	2017	2018
2%	2%	2%

*2015 salaries shall be set as listed in Schedule A attached hereto and shall be retroactive to January 1, 2015. In no case shall individuals no longer employed by the Township on the effective date of this Agreement be entitled to or receive any compensation or payment.

- B. Pay periods may be once every two (2) weeks, on Friday, at the Township's discretion and in accordance with other bargaining unit contracts. The employer shall have the right, upon thirty (30) days' notice to the Union, to implement a payroll system issuing twenty-four (24) paychecks per calendar year.
- C. Employees acknowledge that for the purposes of calculating their annual entitlement to compensation, they are salaried employees, and not paid on an hourly basis. Nothing in this Agreement shall affect the employee's right to overtime under this Agreement or the Fair Labor Standards Act.
- D. The starting salary for new employees hired subsequent to the signing of this Agreement shall be as set forth in the chart below. The Township may offer a new hire a salary above the starting salary based on the new hire's prior experience, however, the salary of the new hire cannot exceed the salary of an existing employee with the same or greater experience.

2015	2016	2017	2018
\$38,750	\$38,750	\$39,525	\$40,316

ARTICLE 29
LONGEVITY

Section Deleted. Longevity has been eliminated from this contract.

ARTICLE 30
MEDICAL BENEFITS

The Township shall make available to employees and their families medical, prescription and dental insurance as provided in this Article. The cost of these benefits shall be shared by the Township and employee in accordance with P.L. 2011 c.78, as amended and as further set forth below. Pursuant to N.J.S.A. 40A:10-21.2 in any successor Agreement, the contribution to health care benefits shall be negotiated as if the full premium share was included in this Agreement.

A. **Medical Benefits:**

Effective upon the signing of this Agreement, and all times thereafter, the Township shall make available three (3) medical benefits plans for employees to choose from: a Bronze, Silver and Gold plan. Employees will have the opportunity to select the plan that best meets their individual needs.

1. Effective January 1, 2016, the Silver Plan shall be the base plan for all covered employees with the employees' premium costs limited to the premium share in accordance with P.L. 2011 c.78, as amended. Employees who select coverage under the Gold Plan, or any other plan then offered with a higher premium shall pay the entire difference between the premium cost of the Silver Plan and the premium cost of the plan selected. All premium payments will be made on a pre-tax basis, pursuant to an IRS Section 125 salary reduction premium-only plan, in accordance with the Township's regular payroll practices. These contributions shall be in addition to the premium sharing contribution required by P.L. 2011, Chapter 78 in connection with the plan selected.

2. The Township shall have the right during the term of this Agreement:

a. to change the medical and/or prescription plans to the State Health Benefit Plan New Jersey Aetna or Horizon 20/30, which are in effect as of January 1, 2016, or to a plan equivalent in benefits to the existing medical benefit plans with co-payments for all doctor's visits and other

services, identical to the co-payments in those plans which were in effect as of January 1, 2016; and/or

b. to change prescription plans to the State Health Benefit Plan New Jersey Aetna or Horizon 20/30, which are in effect as of January 1, 2016, or a plan equivalent in benefits to the existing prescription benefit plan, with retail and mail order co-payments for generic, preferred brand and non-preferred identical to the co-payments set forth in this contract.

c. The Township may not change the type of plan more than once during a twelve (12) month period. The Township agrees that the insurance cards and other related forms shall be received by the employees before the change is made.

d. It is agreed and understood that the employees will at no time be subject to a "reimbursement arrangement" as a result of interrupted or changing coverage. This shall not, however, preclude an employee from receiving reimbursement from the Township for medical costs incurred in the event the Township fails to comply with the terms of this Agreement.

e. Should the Silver Plan's cost exceed the threshold for the Patient Protection and Affordable Care Act ("the PPACA") Cadillac Tax (as implemented), the parties must agree upon a new plan design that will not require an excise tax payment pursuant to the PPACA.

The Township further agrees to give at least thirty (30) days' written notice of any proposed change in plans.

3. As soon as practicable after the signing of this Agreement, the Township will notify employees of an open enrollment period for the purpose of the employee selecting the appropriate plan for their specific needs for the term of January 1, 2016 through June 30, 2016.

4. a. Coverage for eligible dependents shall be included in all health and prescription plans for eligible employees.

b. Effective January 1, 2014, the Township shall make dependent coverage in its health and prescription plans as set forth in this Article available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the Federal Patient Protection and Affordable Care Act. Student status is not required. Coverage will

terminate at the end of the year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375.

B. **Dental:** The Township shall provide dental benefits for employees covered by this Agreement and each employee's family under the Delta Dental Service Plan on the following basis:

1. 100% coverage for preventive dental expense and diagnostic service expenses as defined in the Schedule of Benefits, page 3 of the aforesaid Delta Dental Service Plan;
2. Coverage for Prosthodontics and Orthodontic Services as defined in page 3 and page 4 of aforesaid Delta Dental Service Plan on a 50/50 co-payment basis after each patient pays a Fifty Dollar (\$50.00) deductible per calendar year, up to a One Hundred Fifty Dollar (\$150.00) maximum.

C. **Prescription:** Effective January 1, 2016 and each year thereafter, the Township shall provide prescription coverage for employees covered by this Agreement and each employee's family on the following basis:

RETAIL (30 Day Supply)

Generic
\$10.00

Preferred Brand
\$15.00

Non-Preferred Brand
\$25.00

MAIL ORDER (90 Day Supply)

Generic
\$20.00

Preferred Brand
\$30.00

Non-Preferred Brand
\$50.00

The employee shall pay the lesser of the price of the generic prescription co-payment and the actual cost of the drug.

E. **Flexible Spending Account:** Pursuant to P.L. 2011, Chapter 78, the Township shall continue to provide a flexible spending account (FSA) to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by their health benefits plan, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. §125.

F. **Long Term Disability Insurance:** The Township will supply at no cost to the employees covered by this Agreement a Long Term Disability Plan which will provide income protection in the event of a non-work-related illness or injury resulting in disability. The Township may, at its discretion, offer additional voluntary coverage to be paid by the employee at the employee's option.

G. **Retirement:** Upon retirement from Cherry Hill Township after completion of twenty-five (25) years of service with the Township, medical, dental and prescription insurance coverage that is offered to non-retired members of this bargaining unit shall be provided for the retiree and his/ her family up to age sixty-five (65), providing those eligible annually certify that they have no other medical coverage.

Should the retiree move out of the area serviced by the Township's coverage, the retiree and his/her family shall be provided with a 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.

The maximum cost to the Township under this provision shall not exceed 50% of the actual cost of the insurance up to twelve thousand, five hundred (\$12,500) dollars annually. The retiree's contribution shall be inclusive of any premium sharing contributions required under P.L. 2011, Chapter 78. All retirees may choose between medical, dental or prescription (any or all) which is currently available to active employees under this Article. This provision shall apply to employees who retire during the term of this contract.

Any retiree's contribution shall be paid by said retiree in monthly installments due prior to the first day of the month of coverage. Failure to pay said amount by the 15th of the current month shall result in permanent and irrevocable cancellation of said health coverage.

ARTICLE 31
INJURY PAY

- A. In the event an employee is injured on the job, the employee shall sustain no loss of pay for the balance of that day.
- B. The injury shall be substantiated by a doctor's certificate.

ARTICLE 32
SAFETY

- A. 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.
- B. Any employee becoming injured while on duty shall immediately report said injury to his/her immediate supervisor or Chief of Police.
- C. 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/her 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 33
SANITARY CONDITIONS

The Township shall maintain in good repair sanitary conditions for its employees, such as toilets and hot and cold running water. Said facilities shall be available to both male and female employees.

ARTICLE 34
CLOTHING AND UNIFORMS

- A. The Township, at its expense, shall furnish two (2) collared shirts to all new full time employees covered under this Agreement upon completion of their ten (10) week coaching period, with the consent and approval of the Chief of Police.

- B. Effective January 1, 2016, employees shall no longer be entitled to a clothing allowance.
- C. Employee shall be responsible for maintaining a professional appearance at all times, replacing any worn or tattered Township-issued clothing and abiding by relevant General Orders.

ARTICLE 35
PROBATIONARY PERIOD

A. Full-time Employees - All employees shall serve a probationary period of one (1) year from the date of their completion of training before becoming full-time. During the probationary period, said employee may be discharged by the Township with or without cause.

ARTICLE 36
LAYOFF AND RECALL

A. Should it become necessary to lay off 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 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. Notices must be given in writing.

E. 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.

ARTICLE 37
LATERAL ENTRY INTO BARGAINING UNIT
(DELETED)

ARTICLE 38
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 39
FULLY BARGAINED AGREEMENT

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. During the term of this Agreement, neither party will be required to negotiate, with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time the negotiated or signed, this Agreement.

ARTICLE 40
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 41
DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 2015 and shall remain in effect to and including December 31, 2018, without any reopening date.

B. This Agreement shall continue in force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days or no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

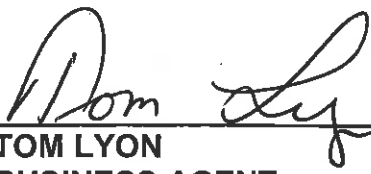
IN WITNESS WHEREOF, the parties hereto have set their hands and seals at the Township of Cherry Hill, Camden County, New Jersey, on this 14th day of October, 2015.

**TOWNSHIP OF CHERRY HILL
CAMDEN COUNTY, NEW JERSEY**



CHARLES CAHN, MAYOR

TEAMSTERS LOCAL UNION NO. 676

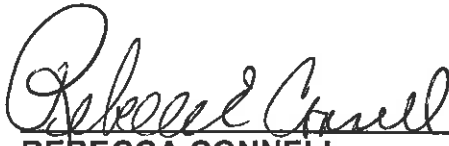


**TOM LYON
BUSINESS AGENT**

ATTEST:



NANCY SAFFOS, RMC



**REBECCA CONNELL
SHOP STEWARD**