

**AGREEMENT**  
**BETWEEN**  
**THE TOWNSHIP OF CHERRY HILL**  
**AND**  
**TEAMSTERS LOCAL UNION NO. 676**  
**POLICE DISPATCHERS**

**EFFECTIVE DATES:**

January 1, 2003  
up to and including  
December 31, 2006

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## PREAMBLE

This Agreement entered into this 24 day of June, 2003 by and between the TOWNSHIP OF CHERRY HILL, in the County of Camden, State of New Jersey, 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, 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 Stewards or his 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 save the Township harmless from any claims raised against it by any employee as a result of the Authority'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 (10) days after posting, after which the list shall become binding.

E. After an employee has completed his probationary period, the employee shall gain seniority status and his seniority on the seniority list shall revert to the first day of his 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**

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. Drunkenness established during working hours, or being under the influence of alcohol during working hours. If an employee refuses to take a properly administered breathalyzer examination, he shall be subject to an immediate suspension of no more than twenty-four (24) hours. No personnel shall consume alcoholic beverages during the entire work shift, including meals or on break time;
3. Theft;
4. Assault on Township employees, Township representatives or assault upon any person during working hours;
5. Carrying unauthorized passengers in Township vehicles 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 an 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.
10. Serious breach of the rules and regulations governing the police department.

The Township shall make any of the above charges against an employee within ten (10) days after discovery of the misconduct. Lesser offenses may subject an employee to disciplinary action by the Township's designee.

In all areas of disciplinary procedures, the grievance procedures enumerated and contained in this Agreement shall be applicable.

#### **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, show-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 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. Any dispatcher who trains a police officer or bargaining unit member shall receive \$1.50/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 half (1 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. As is the present practice, where the schedule involves regular shifts other than eight and one half (8 1/2) hours, the general schedule will provide offsets to insure the maintenance of the forty (40) hour basic work week.

C. The request for exchange for hours of duty by an employee may be granted by the Chief of Police or his 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 two (2) consecutive shifts and the overtime provisions of this Article shall not apply to the second shift unless the employee is ordered to work hours in excess of this shift, in which case the Article on Overtime shall be applicable to these excess hours.

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.

#### **ARTICLE 16** **OVERTIME**

A. All employees shall receive overtime pay for all work in excess of eight and one half (8 1/2) hours of work in any day, at the rate of one and one half (1 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,

#### **ARTICLE 17** **PAY PERIODS**

A. When the regular payday occurs on a 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 and an itemized statement of all deductions made for any purpose.

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



**ARTICLE 18**  
**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 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 return 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 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.

### **ARTICLE 19** **MILITARY LEAVE**

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

### **ARTICLE 20** **JURY LEAVE**

A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Township the difference between his 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 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 duty 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 sister-in-law, stepparents, foster child, grandchildren. Proof of death may be required by the Township.

**ARTICLE 22**  
**FAMILY/MATERNITY LEAVE**

**FAMILY LEAVE**

A. All employees shall be entitled 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 employees 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 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**

Each employee shall be entitled to three (3) personal days. Employees shall be required to give forty-eight (48) hours notice to his/her supervisor as to the personal day he/she wished to take. Such leave will be granted subject to work force needs. Personal days must be utilized by December 31st of the year in which such days were earned.

**ARTICLE 26**  
**HOLIDAYS**

In lieu of official paid holidays, each employee shall be granted twelve (12) days off each calendar year, 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.

**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 days                       |
| 2. During the first (1st) calendar year of employment if appointed                | One(1)Scheduled Working Week |

prior to June 30;

- |  |                                   |
|--|-----------------------------------|
| 3. From the second (2nd) calendar year through and including the seventh (7th) calendar year of employment;    | Two (2) Scheduled Working Weeks   |
| 4. From the eighth (8th) calendar year through and including the fifteenth (15th) calendar year of employment; | Three (3) Scheduled Working Weeks |
| 5. From and after the sixteenth (16th) calendar year of employment   | Four (4) Scheduled Working Weeks  |

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.

**ARTICLE 28**  
**COMPENSATION**

A. All bargaining unit members shall receive a salary increase of (4.0%) percent of the salary in year 2003, this increase shall be retroactive to January 1, 2003 and shall be pro rated depending on date of hire; an increase of (4.0%) in year 2004 and an increase of (4.0%) in year 2005 and an increase of (4.0%) in year 2006 (4.0%):

<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
4.0%	4.0%	4.0%	4.0%

B. The increases apply only to full-time dispatchers in this bargaining unit in the employment of Cherry Hill township at the time of Township Council's approval of this contract and employed on the effective date of each increase. In no case shall

individuals no longer in the Township employment be entitled to or receive any compensation or retroactive salary payment.

C. Pay period may be once every two (2) weeks, on Friday, at the Township's discretion and in accordance with other bargaining unit contracts.

D. Employee subject to this Agreement shall be compensated in accordance with the following schedule:

<u>STEPS</u>	<u>2003 Salary</u>	<u>2004 Salary</u>	<u>2005 Salary</u>	<u>2006 Salary</u>
Start to First Anniversary	21,978.40	22,587.54	23,771.84	24,772.71
First to Second Anniversary	24,659.72	25,646.11	26,671.95	27,738.83
Second to Third	28,233.64	29,362.98	30,537.50	31,759.00
Third to Fourth	31,805.27	33,077.48	34,400.58	35,766.60
Fourth and Beyond	35,379.20	36,794.37	38,266.14	39,796.79

**ARTICLE 29**  
**LONGEVITY**

A. All full-time Township employees covered by this Agreement shall receive longevity pay according to years of continuous service as follows:

Zero (0) to five (5) years of service	0%
After five (5) years of service	5 1/2%
After ten (10) full years of service	6%
After fifteen (15) full years of service	6 1/2%
After twenty (20) years of service	7%
After twenty-five (25) years of service	7 1/2%
	(MAXIMUM)

B. All payments made to employees shall be in addition to any other compensation provided for herein.

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

**ARTICLE 30**  
**MEDICAL**

\*The Township anticipates raising the deductible on the prescription plan on or about July 1, 2003. All bargaining units shall have the same deductible increase and phase – in plan.

A. The Township shall provide to each employee and their spouse and children only as defined by the insurance policy, the following medical benefit plans:

1. A medical benefit plan with benefits substantially equivalent to those provided under the New Jersey State Health benefit Plan, with the exception of new employees who will be eligible for only HMO coverage, unless the employee pays the difference between the HMO premium and that of the higher policy premium cost;

2. Delta Dental Plan or a substantially equivalent plan, with at least a \$50.00 deductible per person, \$150.00 deductible per family per year.

3. The Township's employee prescription plan shall be: one dollar (\$1.00) co-pay for generic, five dollar (\$5.00) co-pay for non-generic drugs at participating pharmacies, or 00 dollars (\$0.00) for mail orders drugs. The deductibles listed above may be increased conjunction with all other Township bargaining units increase in deductibles.

B. Upon retirement from Cherry Hill Township after completion of twenty-five (25) years of Cherry Hill Township service, medical insurance coverage shall be provided for the retiree and spouse up to retiree reaching age sixty-five (65), providing those eligible annually certify that they have no other medical coverage. The maximum cost to the Township under this provision shall not exceed three thousand dollars (\$3,000.00) per year per retiree only, up to age sixty-five (65). This provision shall apply only to employees in the service of the Township as of June 30, 1993. This coverage shall be for medical and surgical coverage in effect at this time.

C. The Township may change the Health Benefits carriers, when equivalent benefits would result from such a change, but only after notifying the Union.

Either the Township or the bargaining unit has the option to re-open negotiations on this Article [Article 30] pertaining to the benefit, should other Township bargaining units have a change in this benefit.



**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 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 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 personal.

**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 uniforms to all new full-time employees covered under this Agreement upon completion of their training period, with the consent and approval of the Chief of Police.

B. Male employees shall be issued "male-cut" uniforms and female employees shall be issued "female-cut" uniforms when available.

C. Clothing Allowance - Each full-time dispatcher shall be entitled to a clothing allowance of two hundred fifty dollars (\$250.00) per year starting the year after initial issue.

D. Bargaining Unit employees may elect each year to receive their clothing allowance in cash or the voucher reimbursement system presently in effect. The cash payment shall be paid with the first payroll after January 1 of each year to each employee who has submitted a written statement certifying that the money will be used solely for the purpose of providing and maintaining dispatchers uniforms. All uniform specifications shall remain the right and responsibility of the Chief and the Township and only those items may be worn.

Vouchers and receipts for clothing shall be submitted to the Office of the Chief of Police for approval. Clothing shall be purchased from the authorized clothing list designated by the Township.

**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 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 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**

A. Employees hired as police dispatchers, after January 1, 1989, shall receive credit for years of continuous service which they accrued with any agency of the State of New Jersey or any political subdivision of the State of New Jersey in the specific employment capacity of full-time police dispatcher. The application of this credit shall be to determine the new employees' starting salary and vacation entitlement only. Longevity pay and seniority credit shall in no way be affected by prior years of service as a police dispatcher elsewhere.

B. Paragraph (A) above shall only apply if, the employee/dispatcher has a minimum of two(2) consecutive years continuous service as a police dispatcher during the two (2) year period immediately preceding the employee/dispatcher's date of hire.

1. If so, then the new employee/dispatcher shall be hired at a starting salary of an employee reaching the second (2nd) anniversary of employment with the Township as of the date of hire; or a higher level which shall be one (1) anniversary step lower than that to which the employee would have, had all service been with the Township.

2. The employee/dispatcher shall be entitled to vacation leave which is consistent for an employee of the Township reaching the second (2nd) anniversary of hire or vacation which would be one level or period of vacation leave entitlement lower than the number of years credit would entitle the employee to, had all service elsewhere been with the Township of Cherry Hill.

a) The entitlement of vacation leave, once established, shall remain the annual entitlement of vacation leave for the employee/dispatcher until such time that the actual continuous years of service with the Township entitles the employee/dispatcher to increased vacation entitlement as provided for in the vacation leave schedule.

C. No other application of years of service with any other employer shall be inferred or applied. All other terms and conditions of employment shall be governed by the Agreement.

### **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**

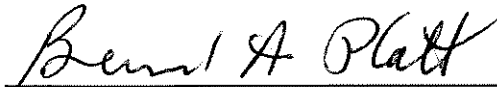
A. This Agreement shall be in full force and effect as of January 1, 2003 and shall remain in effect to and including December 31, 2006, without any reopening date.

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) nor 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 day of , 2003.

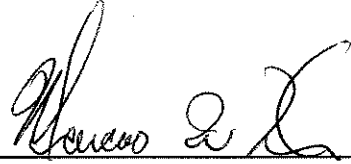
TOWNSHIP OF CHERRY HILL  
CAMDEN COUNTY, NEW JERSEY

TEAMSTERS LOCAL UNION NO. 676



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BERNARD PLATT  
MAYOR



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MARCUS KING  
BUSINESS AGENT



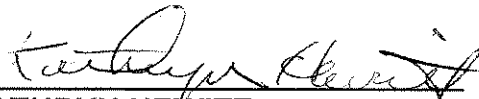
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DAVID FLEISHER  
CHERRY HILL TOWNSHIP  
COUNCIL PRESIDENT



---

LINDA A. NIXON  
SHOP STEWARD



---

KATHRYN HEWITT  
SHOP STEWARD

**AGREEMENT**  
**BETWEEN**  
**TOWNSHIP OF CHERRY HILL**  
**CAMDEN COUNTY, NEW JERSEY**  
**AND**  
**TEAMSTERS LOCAL UNION NO. 676**

***PUBLIC WORKS -  
BLUE COLLAR***

**Effective Dates:**

**JANUARY 1, 2003  
up to and including  
DECEMBER 31, 2006**

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## **PREAMBLE**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between the Township of Cherry Hill, in the County of Camden, State of New Jersey, Municipal Corporation of the State of New Jersey, and the TEAMSTERS LOCAL UNION NO. 676, 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**

The Township, pursuant to Public Employment Relations Commission, Docket No. RO-86-16, recognizes the Union as the representative for the purposes of collective bargaining negotiations for all blue collar employees employed in the Department of Public Works.

Excluded from this Agreement are all office personnel and supervisors, employees in other bargaining units and confidential and managerial employees as defined in the Act.

## **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, 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 his 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
- Teamsters Local #676 – P.W. – Blue Collar

consideration to Union-sent applicants as is given to applicants from other sources. This provision shall not be deemed to required 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 five (5) days.

- C. The Union shall have the right to designate a Chief Shop Steward and one (1) shop steward for each Public Works division not represented by the Chief Shop Steward and alternates when the designated Shop Stewards are not available.
  - 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 Stewards or his 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 save the Township harmless from any claims raised against it by any employee as a result of the Authority'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

### Section A

All employees shall be classified in one of the following categories:

1. Regular - 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 to work; or
  - b. An employee hired for a special Township project, such as recycling of trash materials. Such an employee hired in this situation shall be kept as a temporary employee for a period not to exceed six (6) months, unless said period is extended by the mutual agreement of the parties. Any such employee hired in this situation who gains permanent status shall have his/her time accrued as a temporary employee credited toward his/her probationary period.
  - c. Any temporary employee referred to in (a) and (b) above shall not accrue seniority nor any medical, health, dental, other insurance or other benefits, and may not be employed as a temporary where regular employees are on layoff. These employees shall be compensated at the starting salary of Laborer.
4. Seasonal - An employee hired for work during the period, the day following Memorial Day to November 15<sup>th</sup> of that year. These employees shall not gain seniority and shall not be employed when regular employees are on layoff. These employees shall not work any overtime.

These employees shall be compensated at a rate not to exceed the starting salary of the lowest paid laborer.

#### Section B

Seniority is defined to mean the accumulated length of continuous service with the Township, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to layoff, authorized leave of absence or absence for bona fide illness or injury certified by a physician. All seniority shall be lost and employment terminated if any of the following occur:

1. discharge with cause as set forth in Article 9;
2. resignation;
3. failure to return immediately upon expiration of authorized leave;
4. absence for five (5) consecutive working days without leave or notice;
5. engaging in any other employment during a period of leave;
6. employees who have been on lay-off status in excess of one (1) year;
7. failure of laid-off employee to report for work in accordance with Article Eight.

#### Section C

Seniority rights shall prevail at all times; in cases of promotions, demotions, lay-off and recall (as long as the employee is able to perform the available work) and vacation and personal holiday selection.

#### Section D

1. All job openings or vacancies shall immediately be posted by the Township on employee's bulletin board for a period of five (5) consecutive calendar days.

Any employee wishing to bid for the opening or vacant position shall do so in writing by signing the posting.

2. Except as provided for in Section D3 all positions, openings or vacancies shall be filled according to seniority and on ability and qualifications needed to fill the position, and each employee shall serve an initial training period. The "Training period" shall be determined by mutual agreement between the parties and be made, part of the posting notification.

If during the end of the training period, the Township feels that the employee will not qualify, they shall then return the employee to his/her former position without penalty. The employee may grieve this action to the Township only, but shall not include the right to arbitrate and the Township shall be required to substantiate their decisions. Any employee who voluntarily gives up the promotion, transfer or demotion

(within the training period) shall be allowed to resume his/her former position without penalty.

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

3. The Township shall establish an employee education and training program for positions within the bargaining unit. Employees shall be notified of the availability of such training by a posting for fourteen (14) calendar days. Employees desiring to participate shall indicate by signing the posting. Any employee successfully completing the training shall be given preference (in seniority order, if more than one) over employees who have no training, or prior experience for a new or vacant position. "Trained" employees shall be awarded the position without a qualification period. The Township shall provide paid instructors and all necessary equipment and materials. "Training" under this provision shall be during non-working hours and without pay.

#### Section E

1. Employees who are laid-off shall be recalled in order of seniority. It is agreed between the parties that the seniority provisions herein regarding the rehiring of employees apply only to employees who have been laid-off. Those employees who voluntarily leave Township employment are not entitled to previous seniority benefits if and when rehired.
  2. The designated shop stewards shall have the top seniority within their department for purposes of lay-off and recall only. If the shop steward resigns or fails to hold his position, his seniority position will revert immediately to the seniority date which he would have had if he had not held the position of shop steward. Any change in the identity of designated shop stewards shall be reported in writing by the Union to the Township within five (5) days of such change. Seniority shall also be lost if employee leaves the bargaining unit for any reason but maintains employment with the Township. However, in such an instance, if said employee returns to the bargaining unit, he shall regain his previously acquired seniority rights provided said employee returns to the bargaining unit within thirty (30) working days from the date of leaving the bargaining unit.

#### Section F

All overtime opportunities will be maintained on an equalization basis.

1. Each public works division (mechanics, highway, sewer, public grounds) shall maintain a separate divisional list. In addition, a master public works seniority list will be maintained.

2. All overtime opportunities will be maintained on an equalization basis, provided that an employee has:
  - a. ability to do the work
  - b. employees performing a job assignment where overtime may be required, shall be given first opportunity to continue on that job assignment for that day for overtime opportunity.
3. An overtime opportunity, which can be specified to a division, first will be offered on a rotating basis, to the permanent employees of that division. If the overtime needs exceed the permanent divisional employees available, then the overtime shall be offered to those on the master seniority list, if they have the ability to do the work.
4. In situations where there are a large number of employees from all divisions are assigned to the same task (leaf season, snow/ice removal), overtime shall be assigned based on seniority within the division that routinely performs the work. Overtime shall then be offered to those on the master seniority list.
5. Management reserves the right to assign overtime in emergency situations to any employee based on qualifications, regardless of division or seniority.
6. It has been established that employees placed on the Divisional Seniority List or the master Seniority List that respond negatively on four (4) consecutive call ups, shall be removed from the list for a one (1) year period.



**ARTICLE 7**  
**SENIORITY RANK AND POSTING**

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, or places, a seniority list or lists from regular payroll records. Any employees hired after said posting shall have their names added to this list, in order of date of hiring and the Union shall be notified of such addition. Any controversy over the seniority standing of any employee on the seniority list or lists shall be submitted as a grievance within ten (10) days after posting after which the list shall become binding. After an employee has been employed by the Township for twelve (12) calendar months said employee shall gain seniority status, and his seniority date on the seniority list shall revert to the first day of his employment.

**ARTICLE 8**  
**NOTIFICATION OF RECALL AND LAY-OFF**

- A. The Township, when recalling laid-off employees during their first year following lay-off shall recall on the basis of reverse seniority (i.e. last laid-off, first recalled) and shall send a telegram or registered letter to the employee's last known address (as indicated on the employee's personnel records) and the employee shall have three (3) days to respond to such recall notice. If the employee fails to report to work within a seven (7) day period, he may be terminated. If he then is rehired, he shall be considered a new employee without his former seniority. After one (1) year on layoff, a laid-off employee's recall rights expire.
- B. Should it become necessary to lay-off employees, 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 able to do the work.
- C. The Township agrees that it will notify all employees affected by a lay-off at least one (1) week in advance of such lay-off or pay the employee one (1) week's pay in lieu of such notice.
- D. The Township agrees to give at least one (1) week's notice, in writing, whenever making lay-offs, to the Union, Shop Steward and the affected employee(s).

**ARTICLE 9**  
**DISCIPLINE AND DISCHARGE**

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. drunkenness established during working hours, or being under the influence of alcohol during working hours. If an employee refuses to take a properly administered breathalyzer examination, he 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 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 an as defined in N.J.S.A. 24:21-1, et. seq.;
7. conviction of federal, and/or indictable state criminal offenses;
8. serious neglect of duty;
9. gross insubordination, defined as refusal to immediately obey a direct work order from a Superior.

The Township shall make any of the above charges against an employee within ten (10) days after discovery of the misconduct.

In all areas of disciplinary procedures, the grievance procedures enumerated and contained in this Agreement shall be applicable.

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 10**  
**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 11**  
**RULES, REGULATIONS AND SAFETY CODES**

The Township may establish such reasonable Rules, Regulations and Safety Codes as it deems necessary to the ongoing operation of Township functions.

The Union and Township agree that the employees covered by this Agreement shall, when practical, receive fifteen (15) days advance notice of the contents and effective date, of the Township's Rules, Regulations and Safety Codes and amendments and revisions thereto and that said employees and their supervisors shall abide by the provisions thereof.

**Safety Committee**

A Safety Committee, comprised of one representative of the Employer from each division and one employee representative designated by the Union from each division shall meet once a month to discuss and make recommendations to the Township on matters relating to job safety.

**Reports of Defective Equipment**

An employee shall promptly report all defects in equipment. The report shall be in writing, on a form supplied by the Employer, and a copy shall be retained by the employee. The Township shall supply protective clothing and protective equipment necessary to perform any job task. Where an employee has reported in writing that equipment is unsafe to operate and has received no consideration from the Township, he shall report it to the Union which in turn shall discuss the matter with the Township. If a driver reports for work and his assigned equipment for that day is not ready or is mechanically unsafe, his time shall begin and continue for eight hours at the appropriate hourly rate of pay for that day at his regular classification of work. The Township shall install heaters, defrosters, and all safety equipment required by law on all equipment and shall maintain same in proper working condition. No employee shall be required to pay for loss or damage unless it shall be proven that "willful intent" or negligence on the part of the employee to cause such loss or damage was the motivating factor.

No deduction shall be made from an employee's pay for any loss or damage to equipment, and no penalty shall be imposed upon the employee until the matter is first discussed by the Union and the Township.

### Safety Violations

A driver-employee shall be paid for all delay time resulting from an overload or certificate violation under applicable federal, state, or municipal law which occur through no fault of the driver. In addition, the Township shall pay all costs and damages assessed against the employee as a result of such overload or certificate violation.

## **ARTICLE 12** **PROBATIONARY PERIOD**

Each new regular employee hired by the Township shall be subject to a probationary period of employment during which time said employee may be discharged with or without cause. The length of this probationary period shall be six (6) months from the date of employment.

Probationary employees hired after January 1, 2003, shall be paid \$1.25 per hour less than the current rate for the position they are hired to fill. This lower rate shall be in effect for the full year after the date of employment, after which the employee shall receive the current rate for the position.

Commencing on the sixty-first (61<sup>st</sup>) calendar day following employment with the Township, the employee shall be entitled to all provisions of this Agreement, except that probationary employees may be terminated at any time at the sole discretion of the Township, and they shall not be entitled to utilize the provisions of Article 15 hereof.

## **ARTICLE 13** **CONDITIONS OF WORK SAFETY**

- A. It is understood by the parties that the performing of the various job functions covered by this Agreement may involve a certain degree of inherent danger and risk. It is the Township's intent to provide safe working conditions and equipment for the protection of its employees. However, in the event that a person covered under this Agreement feels that there is an imminent danger in operating a piece of Township equipment or completing an assigned task, such employee may cease operating such equipment or completion of such assigned task, and will immediately report such action to his immediate supervisor or appropriate Division Head, who shall make the final determination which shall not be in violation of any federal, state or municipal law, as to continued operation of the equipment and completion of the assigned task.

A person shall not be subject to discipline for taking such action unless they refuse to continue operation of equipment or completion or assigned tasks after having been told to do so by the appropriate management personnel.

It is not the intent of members of the Union to use this clause for purposes of slowdown, work stoppage or other such job action.

- B. Employees must account for and maintain any Township tools and equipment which is specifically assigned to them.
- C. All Public Works vehicles used for snow removal operations will be equipped, whenever possible, with two-way radios. Drivers will be responsible for reporting deficiencies.
- D. All new Public Works Heavy Equipment will be equipped with "backing warnings".
- E. New sweepers and long-haul trucks will be equipped with air-conditioning provided that funding is available. All present equipment shall be retro-fitted with air-conditioning as financing becomes available.

#### **ARTICLE 14** **LIE DETECTOR TEST**

The Township shall not, as a condition of employment or continued employment, require that an employee take a polygraph or any other form of lie detector test.

#### **ARTICLE 15** **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 with his Shop Steward an appropriate supervisory member of his or her department and having the grievance adjusted prior to submission of a written grievance in Step I. 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 shall, along with the Shop Steward, submit in writing a grievance to his 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. In the event a grievance is not satisfactorily resolved, or
- c. failure by an employee's immediate supervisor to respond to a grievance, with 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 his 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 Director of the Department of Public Works.
- 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 of Public Works, or his 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 his 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. 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 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. Grievance 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 16**  
**SALARY SCHEDULE**

1. 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:

<u>Jan. 1, 2003</u>	<u>Jan. 1, 2004</u>	<u>Jan. 1, 2005</u>	<u>Jan. 1, 2006</u>
3.75%	4.0%	4.0%	4.25%

2. The following schedule of compensation applies:

Current Salaries -- Maximum

	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
Laborer	14.6913	15.2790	15.8901	16.5655
Truck Driver/Laborer	15.5061	16.1263	16.7714	17.4841
Equip. Operator	17.3535	18.0476	18.7695	19.5673
Mechanic	17.8240	18.5370	19.2785	20.0978
Mechanic/Specialist	15.9421	16.5798	17.2430	17.9758
Mechanics Helper	14.2094	14.7778	15.3689	16.0221
System Operator	16.5732	17.2362	17.9256	18.6874
System Maint./Labor	15.2536	15.8638	16.4983	17.1995
System Maint/Truck Driver	15.5061	16.1263	16.7714	17.4841
System Oper (2nd shift)	15.6323	16.2576	16.9079	17.6265
Tree Specialist( 1st. Class)	16.8830	17.5584	18.2607	19.0368
Tree Specialist(2nd Class)	16.1943	16.8421	17.5158	18.2602
Public Grounds Equip. Oper.	15.5061	16.1263	16.7714	17.4841
Maintenance Tradesman	15.9421	16.5798	17.2430	17.9758
Maintenance Craftsman	15.3224	15.9353	16.5727	17.2771
Maintenance Worker	14.6913	15.2790	15.8901	16.5655
Tech I	17.5372	18.2387	18.9682	19.7744

**ALL FIGURES SUBJECT TO VERIFICATION FROM CONTROLLER**

Probationary Employee - \$1.25 less current rate for year after date of employment

3. Probationary employees hired after January 1, 2003, shall be paid \$1.25 per hour less than the current rate for the position they are hired to fill. This lower rate shall be in effect for a full year after the date of

employment, after which the employee shall receive the current rate for the position.

4. The 2003 pay increases shall apply retroactively only to those individuals employed by the Township, in their current position, at the time of the Township Council's approval of the contract. In no case shall individuals no longer in the Township's employment be entitled to or receive any compensation or retroactive salary payment. The amount of the increase shall be determined based on the period of time the individual held the position [paid only for time in class].
5. Pay period may be once every two (2) weeks, on Friday, at the Township's discretion.

### **ARTICLE 17** **WORK SCHEDULES**

- A. The regular starting or quitting time of work will not be changed with less than three (3) days notice to the affected employees.
- B. The regular scheduled work week for bargaining unit employees shall consist of five (5) consecutive days, Monday through Friday, eight (8) consecutive hours per day, forty (40) hours per week, exclusive of the meal period. Employees reporting to work as scheduled shall receive eight (8) hours work or pay.
- C. All employees shall be entitled to a forty-five (45) minute lunch period. The first fifteen (15) minutes shall be paid, and the ensuing thirty (30) minutes unpaid. The employee's lunch period shall commence and end at the place of the employee's work assignment. Employees shall not leave the work site for lunch until 11:45 a.m. and must return to the work site by 12:30 p.m.
- D. Bargaining unit employees shall receive a break period of fifteen (15) minutes in the first half of the employee's shift.
- E. Any bargaining unit personnel required to be on duty in excess of twelve (12) hours in any one day, shall be afforded a paid thirty (30) minute break period.
- F. Contract may be reopened upon agreement of the parties for the purpose of re-negotiating the regular scheduled work week as indicated in Section B, in cases of Federal or State declared emergencies which may mandate a different schedule of operation.
- G. All employees shall be permitted, prior to the end of their shift, fifteen (15) minutes time for their personal wash-up.

- H. If the Department Director or his designee, requests that an employee work through his lunch, the employee shall be entitled to either (1) payment for the time at the rate of time and one half; or (2) a lunch at a later time; or (3) clocking out early for the equivalent time spent working. The Department Director or his designee shall determine which option(s) are available depending on the work requirements of the Department.

**ARTICLE 18**  
**OVERTIME**

- A. For all bargaining unit personnel overtime is defined as any time on duty beyond eight (8) hours per day when the employee will work more than forty (40) hours in a week and it is granted only when the employee is authorized to be on duty by a supervisor.
- B. One and one half (1½) the employee's regular base rate of pay shall be paid for all time under the following conditions:
1. all time paid in excess of eight (8) hours in any day;
  2. all time paid in excess of forty (40) hours in one (1) week except that hours for which one and one-half (1½) times the employee's base rate of pay is paid shall not be included in the forty (40) hour base;
  3. during situations requiring continuous hours worked in excess of eight (8) hours, such as snow removal, etc.
- C. Overtime shall be paid in the week following the actual earning of such overtime.
- D. Employees shall receive time and one half (1½) times the employee's regular base rate of pay or the classification rate, whichever is higher, for all hours worked on a holiday, in addition to the holiday pay of eight (8) hours at straight time rate.
- E. Bargaining unit personnel who perform work in a higher pay classification than their own on any day shall be temporarily assigned and paid for such work at the rate of the higher pay classification. If an employee is already earning, in his own classification, more than the starting salary of the higher pay classification, then said employee shall be given an additional thirty cents (\$.30) per hour for said work. An employee shall be paid at his own rate when performing work in a lower pay classification.
- F. Any employee training in a higher classification shall not be entitled to any additional compensation during the training period for the higher classification work.

- G. When work demands created by an emergency and/or any condition that requires the work to be completed within a limited time frame, employees will be expected to work in excess of the normal scheduled workday or work week. (In particular--leaf season and snow season--employees will be affected.)

**ARTICLE 19**  
**STAND-BY/ON-CALL PAY**

In addition to the normal week when an employee is scheduled on a weekly basis to respond to public complaints, it will be considered as a shift change and a 10% pay differential will be paid to the employee for all hours worked during the work week. Employees will receive a minimum of two (2) hours pay regardless of the actual time worked. In addition, any employee not on call, called to work with respect to a service call shall receive minimum of two (2) hours pay regardless of the actual time worked. No on-call remuneration will be paid if work is done on time contiguous to the employee's normal work day, either before or after.

On-Call opportunities shall be scheduled by seniority on a rotating basis among qualified employees.

**ARTICLE 20**  
**PAID REST PERIOD DURING DECLARED**  
**EMERGENCY OR SNOW DAYS**

**Section A**

In the event that an employee is required to remain at work following the end of his regular shift as a result of a declared emergency or snow day, he shall be entitled to a paid fifteen (15) minute rest period prior to starting such emergency or snow removal service. Employees shall be entitled to a one half (1/2) hour paid rest period upon the completion of each four (4) hours of emergency or snow removal work.

**Section B**

Any employee called in and reporting for work in a declared snow and/or ice emergency within one (1) hour prior to the time to report shall receive one (1) hour pay for travel time in addition to any other earnings for that day. The Public Works Director or his designee may declare the emergency.

**ARTICLE 21**  
**HOLIDAYS**

- A. Each employee shall be granted six (6) personal days off per calendar year.

B. In addition to the above, each employee shall enjoy nine (9) paid holidays as follows:

New Year's Day  
Martin Luther King Day  
Memorial Day  
Good Friday  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

C. Employees shall enjoy the personal days off at their request provided a written request is made no later than twenty-four (24) hours prior to the date the employee seeks to enjoy his personal day, subject to the manpower need of the Division. The twenty-four (24) hour written notice may be waived at the discretion of the Division Head in the event of personal emergency. Such emergency leave days may not be unreasonably refused.

D. An employee who has not worked the day before and after the holiday shall not be paid for such holiday unless such employee has been granted an approved personal day or leave, or was out on sick leave. If the employee is out on sick leave, the employer may require a doctor's certificate.

**ARTICLE 22**  
**VACATIONS**

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

- |    |  |                                   |
|----|--|-----------------------------------|
| 1. | During the first calendar year of employment if appointed after June 30;                       | 0 days                            |
| 2. | During the first calendar year of employment if appointed prior to June 30;                    | One (1) Scheduled Working Week    |
| 3. | From the second calendar year through and including the seventh calendar year of employment;   | Two (2) Scheduled Working Weeks   |
| 4. | From the eighth calendar year through and including the fifteenth calendar year of employment; | Three (3) Scheduled Working Weeks |

5. From the sixteenth calendar year on Four (4) Scheduled Working Weeks

- B. Accumulation of annual vacation leave from year to year may be permitted, however, accumulated vacation leave must be utilized prior to June 1, in the year succeeding its accumulation.
- C. An annual vacation leave schedule shall be prepared based upon employee requests two (2) weeks in advance of the desired vacation period, in writing.

In the event of multiple requests for the same time, seniority shall prevail.

- D. All vacation time may be used in consecutive weeks. A maximum of two (2) consecutive weeks will be allowed at any one time unless approved by the Director.
- E. All vacation pay shall be due and payable on the payday immediately prior to inception of vacation. This clause is conditioned upon employee giving proper notice of intention to take vacation.
- F. The amount of the vacation pay shall be calculated on the basis of the employee's weekly gross pay for a forty (40) hour work week.

## **ARTICLE 23** **LEAVE**

### **Section 1 -- Sick Leave**

- A. Sick leave is defined as the temporary inability to perform one's duties by reason of injury, illness or disease.
- B. Employees shall be allowed to accrue paid sick leave at the rate of one (1) day per month. There shall be no limit on the number of days which the employee may accrue.
- C. Employees must present evidence of illness or injury after three (3) consecutive work days leave, or at the Employer's request where the Employer has reason to believe the employee has mis-used the benefit.
- D. In the event of a work-related illness or injury, the employee shall retain his rights pursuant to the Worker's Compensation Act.
- E. Emergency Sick Leave in Family -- Where an employee has established entitlement to thirty (30) days of sick leave, the employee shall be permitted in any one calendar year to use up to and including, not more than five (5) days of

said sick leave because of the illness or sickness of an immediate member of his family.

An immediate member of his family is someone who resides in the employee's household, and is either his mother, mother-in-law, father, father-in-law, spouse or child who lives with him.

In the event that there is some other member of his household who is related to the employee, by blood or marriage, and not considered within the heretofore defined persons, it shall be at the discretion of the Director of the Public Works to permit the employee to use this sick leave as herein provided.

- F. An employee who is injured on-the-job and is sent home or to a hospital, or who must obtain medical attention, shall receive full pay for the balance of his shift that day, without charge against his sick leave.
- G. An employee may utilize his sick leave to supplement any disability or Worker's Compensation payments which he may receive. The employee shall only be charged for the actual amount of sick time used as a supplement to maintain regular full salary.

#### Section 2 -- Medical Leaves

Any employee under the care of any licensed medical practitioner shall automatically be granted a medical leave of absence until released from the care, or determination as to ability to return to work.

### **ARTICLE 24** **PERSONAL LEAVE OR ABSENCE WITHOUT PAY**

Upon the written request of an employee, Leaves Of Absence Without Pay and without accrual of payment of fringe benefits shall, at the Township's discretion, be granted to an employee who has established valid justification for such leave. The Township will endeavor to grant such leave of absence in a consistent manner. Leave of absence shall be for a maximum period of fifteen (15) days but may be extended for like periods.

Employees returning from such leaves of absence will be restored to their classification held prior to their leave and at such pay rate as if there was no absence. The employee shall suffer no loss of seniority or other employee rights or benefits as a result of such leave.

**ARTICLE 25**  
**AUTHORIZED LEAVE FOR UNION BUSINESS**

One member of the unit who is designated by the Union and who has been certified to the employer will be granted five (5) days unpaid leave to attend the Union's convention once during each five (5) year period.

**ARTICLE 26**  
**FUNERAL LEAVE - DEATH IN THE IMMEDIATE FAMILY**

A. When a death occurs in the immediate family of a full-time employee, such employee shall be granted a paid Leave of Absence of up to five (5) consecutive days from the day of death to the day following the interment.

B. An employee's immediate family shall be considered as parents, parents-in-law, spouse, children, brothers or sisters, grandparents, brothers or sisters-in-law, stepparents, foster child, grandchildren.

**ARTICLE 27**  
**MILITARY SERVICE**

In the event that any regular employee volunteers for, or is called to active military service in the Armed Forces of the United States, such employee shall not during the period of such service, lose his seniority rights as herein provided. Upon his discharge from such service, he shall be offered his former position or one of like status, provided he:

- a. received a certificate of honorable discharge;
- b. is still qualified to perform the duties of his position;
- c. applied for reinstatement within ninety (90) days after discharge.

Employees shall receive a written Leave Of Absence from the Township when leaving to enter into military forces.

**ARTICLE 28**  
**JURY DUTY**

A regular full-time employee only, who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid by the Township his daily job rate up to a maximum of eight (8) hours per day to a maximum of two (2) working weeks subject to the following conditions:

Teamsters Local #676 – P.W. – Blue Collar



- a. the employee must notify his supervisor immediately upon receipt of a summons for jury service;
- b. this section does not apply where an employee voluntarily seeks jury service;
- c. no reimbursement of wages will be made for jury service during holidays or vacations or the employee's regular day off.

**ARTICLE 29**  
**BULLETIN BOARD**

The Union shall have the use of a bulletin board on the Township's premises for the posting of notices relating to Union meetings and official business 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 30**  
**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 31**  
**WORK PERFORMED BY COVERED EMPLOYEES**

The Township agrees that work covered under this Agreement, shall be performed solely by those employees covered under this Agreement. It is recognized by the Union that there are occasions wherein it may be essential to the on-going operation of the Township functions that certain work be performed by persons other than those covered by this Agreement. It is not the intention of the Township to eliminate jobs performed by covered employees or to deprive any employee of any work opportunity by means of sub-contracting job functions to independent contractors or to non-bargaining unit employees. However, certain job functions could be sub-contracted or assigned to Foremen-bargaining unit employees in reasonable situations which would not eliminate jobs performed by or work opportunities for covered employees.

However, management supervisors can perform emergency calls if no other persons are available to perform the necessary work.

**ARTICLE 32**  
**LONGEVITY**

- A. Employees who have been employed by the Township for more than five (5) years shall receive longevity payments as follows:

5 to 9 years	6%;
10 to 14 years	6½%;
15 to 19 years	7%;
20 to 24 years	7½%;
25 years and over	8%

of base salary. Longevity payments will be added to the employees base hourly rate and thereby longevity will be paid weekly and shall be included in overtime calculations.

**ARTICLE 33**  
**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 34**  
**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 35**  
**MEDICAL BENEFITS**

**Section 1 -- Health**

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 an HMO (managed health care)

Teamsters Local #676 – P.W. – Blue Collar

provider. Employees shall be entitled to coverage for the employee only during the first two years of said employment, and thereafter for the employee and his/her family. Should the Township change its policy concerning family coverage, this paragraph shall be changed accordingly.

2. Upon retirement from Cherry Hill Township after completion of twenty five years of service, medical insurance coverage shall be provided for the retiree up to age sixty five (65) under the following conditions: Coverage shall be extended to the retiree and spouse [ this means the \$3000.00 limit can be used for the employee and spouse...the limit remains at \$3000.00] (a) each individual must certify annually that they have no other medical coverage; (b) the health care plan provided to all Township employees agrees to provide said coverage; (c) the maximum cost to the Township under this provision shall not exceed three thousand dollars (\$3,000.00) per year per retiree; (d) any cost in excess of \$3000 shall be paid by said retiree in quarterly installments and failure to pay said amount within 20 days of billing shall result in permanent and irrevocable cancellation of said health coverage; (e) this provision shall apply only to employees who retire after June 30, 1993; (f) this coverage shall be for medical and surgical coverage in effect at this time.
3. Dental Insurance: \$50 deductible per person, \$150 per family per calendar year.
4. The Township's employee prescription plan shall be: one dollar (\$1.00) co-pay for generic drugs, five dollar (\$5.00) co-pay for non-generic drugs at participating pharmacies , or 0 dollars (\$0.00) for mail orders drugs. The deductibles listed above may be increased conjunction with all other Township bargaining units increase in deductibles.
5. N.J. Disability Plan.

Either the Township or the bargaining unit has the option to re-open negotiations on this Article [Article 35 paragraph 2] pertaining to the benefit, should other Township bargaining units have a change in this benefit.

### Section 2 -- Pension

All employees shall be covered by the Public Employee Retirement System in accordance with the provision of the Plan.

### Section 3 -- Sewer Division

All employees in this bargaining unit employed in the Sewer Division shall be permitted to receive a Hepatitis A inoculation on an annual basis, or as required by

medical practice. The Township shall pay for said inoculation to the extent said inoculation is not covered by medical insurance.

### **ARTICLE 36** **UNIFORMS**

- A. The Township at its expense, shall supply the initial issue only for work uniforms for all employees covered by this Agreement. The uniform shall consist of five (5) pair of pants and six (6) shirts one (1) summer and one (1) winter jacket, and a foul weather suit and boots and one (1) pair of coveralls (garage employees shall receive three (3) pair of coveralls). The Township shall replace any garment when such is not at standards required by the Township -- replacement on a fair wear and tear basis, with a maximum of two (2) shirts and two (2) pants replaced per year.

Each January, each employee shall receive fifty dollars (\$50.00) worth of clothing as an automatic uniform issue. Additionally, each employee shall receive one (1) pair of steel tip, safety boots per year, the cost of which may not exceed one hundred dollars (\$100.00).

All uniforms and footwear provided must be worn during normal working hours. Failure to observe this rule will result in disciplinary action.

#### **B. Mechanics**

All employees in this bargaining unit employed as Mechanics shall be permitted a tool allowance not to exceed \$310.00 per year. Under this tool allowance, a mechanic shall request the purchase of a tool related to employment to be purchased by the Township. The cost of said tool shall be applied against the above tool allowance. The tool purchased shall be the property of the mechanic.


### **ARTICLE 37** **TERM AND RENEWAL OF AGREEMENT**

This Agreement shall be in full force and effect as of 12:01AM January 1, 2003 and shall be in effect up to and including December 31, 2006. 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 \_\_\_\_\_<sup>th</sup> day of June 2003.

TEAMSTERS LOCAL UNION NO. 676  
LODGE #28

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


BY:   
MARCUS KING  
BUSINESS AGENT

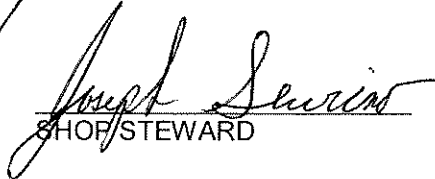
BY:   
BERNARD PLATT  
MAYOR

  
SHOP STEWARD

  
DAVID FLEISHER  
CHERRY HILL COUNCIL PRESIDENT

  
SHOP STEWARD

  
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