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THIS AGREEMENT entered into by the **TOWNSHIP OF VOORHEES**, located in Camden County, New Jersey (hereinafter referred to as the "**Township**") and the **VOORHEES TOWNSHIP PUBLIC WORKS EMPLOYEES ASSOCIATION** (hereinafter referred to as the "**Association**"), has as its purpose the promotion of harmonious relations between the Township and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

Article I

TERM

The term of this agreement shall be January 1, 2001 to December 31, 2004.

Article II

RECOGNITION

The Township recognizes the Association as the sole and exclusive representative, for the purpose of establishing salaries, wages, hours, and other conditions of employment, for all personnel under the contract listed in the classifications herein, and for such additional classifications as the parties may later agree to. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating, the rights of employees as

established by the provisions of Title 34 of New Jersey governing negotiations and the parties hereto desiring to reduce their understanding to written form.

NOW, THEREFORE, in consideration of the mutual promises and agreements by the parties hereto, it is mutually agreed as follows:

Article III

ASSOCIATION AND MEMBER RIGHTS

To ensure that the individual rights of employees in the bargaining unit are not violated, the following shall represent the Employees "Bill of Rights":

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- B. An employee shall be entitled to Association representation at each and every step of the grievance procedure set forth in this agreement.
- C. An employee shall be entitled to Association representation at each step of a disciplinary hearing.
- D. No employee shall be required by the Township and/or its agents to submit to an interrogation, which one might reasonably believe, could lead or result in disciplinary measures, unless the employee is afforded the opportunity of representation by the Association.

- E. No recording devises or stenographer of any kind shall be used during any meeting unless both the Association and Township agree to his/her use prior to such meeting in writing.
- F. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his/her hours of work, wages or working conditions as the result of exercising his/her rights under this agreement.
- G. The Employer shall not discharge, discipline or suspend any employee without reasonable and sufficient cause. Any such action by the Employer shall be subjected to the grievance and arbitration provisions of this Agreement. The extent of the disciplinary action may include warnings (oral and written), suspensions (with or without pay), demotions and discharge.
- H. Except as modified by this Agreement all rights, privileges and benefits existing
 prior to this Agreement shall continue to be applicable during the term of the
 Agreement.
- I. Whenever any member is required to appear before the Township Administrator or his designee, or Township Committee concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, or the salary or any increments pertaining to salary, then he/she shall be afforded to have a representative of the Association present to advise him/her.
- J. The President of the Association may meet the Township Administrator to discuss matters of common interest and employee relations. These executive meetings shall be mutually set and agenda exchanged.

Article IV

BULLETIN BOARD

The Township shall provide a bulletin board to be mounted in each Department of Public Works for the posting of notices relating to matters and official business for the Association. Only material that has been approved by the Association shall be posted on this board.

The Association shall be entitled to utilize Township buildings when available to hold general membership meetings or Association Business.

The rights and privileges of the Association and its representatives as set forth in this Agreement shall only be granted to the Association as the exclusive organization representing any portion of the Unit.

Article V

SAFETY AND HEALTH

The Township shall at all times maintain safe and healthful working conditions and will provide employees with any wearing apparel, tools or devices that may be reasonably necessary to insure their safety and health. Employees provided with safety apparel will be obligated to utilize same. Employees failing to wear appropriate safety apparel after one verbal warning will be dismissed without pay for the remainder of the day.

Any hazardous conditions that are reported will be investigated and corrected by the Township within a reasonable amount of time.

The Association shall have a member appointed to the Township Safety Committee. The Township Safety Committee shall meet as scheduled by the Safety Committee Chairman at a mutually agreeable time and place to discuss issues regarding employee safety. The Township Committee Safety Committee may discuss and review accidents, actual or potential hazards, and job procedures to encourage workplace safety. The Township Safety Committee may submit proposals at any time to the Township Administrator. Emergency and/or hazardous situations can be submitted verbally and in writing and will receive immediate attention.

Article VI

ALCOHOL AND DRUG FREE WORKPLACE

The Township and Association agree to be bound by the Rules and Regulations of the Drug Free Workplace Act (41 USC section 702 et. seq.) of 1988 and the U.S. Department of Transportation regulations (49 CFR part 40) requiring the Township to maintain a drug and alcohol free workplace and to conduct alcohol and drug testing in accordance with the Rules and Regulations. The Association agrees to be bound by the Township's Drug and Alcohol Policy contained in the Employee Handbook at the time of the signing of this contract. Any changes to the policy must be negotiated with the Association unless those changes are mandated by the State or Federal Law.

Article VII

HOURS AND AUTHORIZED BREAKS

Workweek – The standard Association workweek shall consist of forty (40) paid hours. The standard workweek shall be Monday through Friday with the exception of the Sewer Department, which shall be established by the Township.

Each employee shall be granted adequate time at the end of the day as part of his/her normal hours for cleanup, when needed.

Article VIII

OVERTIME PAYMENT

Overtime will be paid at one and one-half times the regular base rate.

All employees will be paid overtime whenever an employee works in excess of his/her regularly scheduled workday or in excess of forty (40) hours per week.

All employees will be guaranteed a minimum of two (2) hours overtime when required to work less than two (2) hours overtime not adjunct to regular working hours. Thereafter, employees will be paid the appropriate overtime rate on an hour-for-hour basis. Employees will be guaranteed four (4) hours if called between 10 p.m. and 3 a.m.

Employees will be paid at double time when required to work on Sundays or holidays or for any time worked in excess of sixteen (16) consecutive hours. In the event an employee who is covered by this Agreement works sixteen (16) or more consecutive hours, the employee shall not be required to work again for eight (8) hours.

Insofar as practical, overtime shall be distributed as equally as possible among full-time employees within the same classification and department. Overtime will be rotated with the employees being given the opportunity to work such overtime, provided the employee has the skill and ability to do the job. Overtime work shall be on a voluntary basis first. In the event that an employee cannot work, his/her name shall be put on the bottom of rotation for future consideration. Overtime hours shall be posted monthly in order to achieve a balanced distribution among all employees.

Upon the signing of this contract and during the last week of every December thereafter each employee covered by the terms of this Contract shall notify his/her Department Head whether he/she wishes to be considered for overtime for the next year. Those wishing to be considered for overtime must:

- A. Be available to work all types of overtime to include emergency snow removal, salting and sanding.
- B. Provide the Department Head with a working telephone number where he/she can be directly contacted.
- C. Give prior notice to the Supervisor when he/she will be unavailable for overtime due to prior commitments.

Overtime shall be paid currently or at least no later than the second pay period after the overtime was performed. No employee shall have his/her work shift, work day or workweek changed for the purpose of avoiding overtime. For the purpose of computing overtime, an employee covered under this Agreement will receive credit as "time worked" for both vacation and holidays. Time worked will not be credited for sick time taken before May 16, 2002. Time worked will be credited for sick time taken after May 16, 2002.

Article IX

ON CALL PAY

The Township has the right to establish a stand-by duty system. Employees assigned to stand-by duty shall be compensated at a flat rate of Ten Dollars (\$10.00) on Monday through Friday, Twenty Dollars (\$20.00) on Saturday and Thirty Dollars (\$30.00) on Sunday; however, if that employee is called

in, then and in that event, the employee will receive overtime compensation as previously set forth in addition to the on-call pay.

If the Township determines that pagers will be used in the stand-by duty system, employees assigned to stand-by may be provided with an electronic pager (beeper) for notification purposes. Each employee agrees to stay within one (1) hour reporting time to the Township when on stand-by duty. Employees are responsible for the proper care of the paging unit and the Township shall provide insurance coverage against damage, loss, theft, etc. through normal use. Pagers are the property of the Township and must be returned to the Township at the end of the stand-by duty.

Article X

COMPENSATORY TIME

The Township agrees to offer compensatory time in exchange for paid overtime. Employees asked to work overtime shall, at their discretion, substitute compensatory time for paid overtime. Compensatory time will be exchanged in direct proportion to the overtime rate for which they are working. For example, one (1) hour of overtime worked exchanged for compensatory time would equal one (1) hour and thirty (30) minutes of compensatory time; one (1) hour of double-time worked exchanged for compensatory time would equal two (2) hours of compensatory time.

Compensatory time shall not be carried into the following year unless earned after November 15th and approved by both the Department Head and the Administrator. Compensatory time carried into the following year must be used by March 31st.

Compensatory time shall not exceed the limit of 120 hours as defined under FLSA.

Article XI

VACATION

1.	Employee	es covered by this Agreement shall be granted the following v	vacation leave:	
	A	During the first calendar		
		year of service:	1 day per month	
	В.	Through completion of four (4)		
		years of service:	12 days per year	
	C.	Through completion of five (5) years		
		and up to fourteen (14) years of service:	15 days per year	
	D.	Through completion of fifteen (15) years		
		and up to nineteen (19) years of service:	20 days per year	
	E.	Through completion of twenty (20) years		
		and thereafter	21 days per year	
		Any employee who terminates his/her employment with the	e Township shall be entitled to	
	va	vacation pay on a prorated monthly basis. If an employee has taken more than prorated		
	en	entitlement, the Township shall deduct the value of the time taken from the employee's final		
	na	y. Vacation time will not accrue during periods of unpaid le	ave or suspensions.	

Seniority shall be the basis for scheduling vacation. Vacation scheduling shall begin on December 1st, of the preceding year and shall end on January 31st of the scheduled year. Seniority will be

determined by department and seniority will be maintained when departmental transfers take place within the bargaining unit. The most senior personnel are entitled to schedule up to ½ of his or her allocated vacation but may not include more than one holiday within that schedule. After each employee has had the opportunity to schedule ½ of his/her vacation the process will resume until all employees have had the opportunity to schedule all of his/her vacation. Employees choosing not to schedule all of their days may request time after January 31st and will be granted time in the order that it was requested. Requests for periods of consecutive time in excess of the initial allocation shall be in writing. The supervisor shall make a decision which is appealable to the administrator.

Article XII

HOLIDAYS

Employees will be entitled to fourteen (14) holidays annually. Unless otherwise mutually agreed upon, holidays celebrated will be:

New Years Day

Martin Luther King Day

Presidents Day

Easter Monday

Memorial Day

Fourth of July

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Day After Thanksgiving

Christmas

Personal Day

Personal Day

Holidays, which fall on Saturday, will be celebrated on the preceding Friday. Holidays, that fall on Sunday, will be celebrated on the following Monday.

(In the event that an official holiday is observed during an employee's vacation or sick leave, he/she shall not have that holiday charged against his/her vacation or sick leave.)

Holidays will not accrue during periods of unpaid leaves of absence or suspensions.

Article XIII

RETIREMENT

Employees shall retain all pension rights available to them under the applicable laws of the State of New Jersey and the Ordinances of the Township of Voorhees. All permanent employees included in this Contract, within one (1) year of service, shall be provided with a Ten Thousand Dollar (\$10,000.00) life insurance policy that will provide coverage both pre- and post-retirement.

Retired employees will retain all pension rights as outlined under Chapter 88. Retirees with 25 years of service in the pension system will be provided with paid group medical insurance coverage in the same manner as was provided during the period of active employment.

Article XIV

SALARIES

Employees hired prior to the signing of this contract will be paid in accordance with Schedule A. Employees hired after the signing of this contract will be paid in accordance with Schedule B.

The Township shall have the right to establish pay days provided there will be no less than two (2) pay days per month.

Article XV

LONGEVITY

All hires after June 21, 1993 are not eligible for longevity pay. All employees hired prior to June 23, 1993 and are part of the negotiated unit for Voorhees Township Public Works

Employee Association will continue to be paid longevity payments as per the scheduled longevity enumerated hereafter.

There shall be paid to the employees covered by Article XV of this Contract, a longevity payment based upon the following:

- A. Completion of five (5) years through nine (9) years of service:
 - 1% of base salary.
- B. Completion of ten (10) years through fourteen (14) years of service:
 1½% of base salary.
- C. Completion of fifteen (15) years through nineteen (19) years of service:2% of base salary.
- D. Completion of twenty (20) years of services and over: 2½% of base salary.

Article XVI

HEALTH BENEFITS

All health benefits presently in effect shall continue to be offered to the employees during the duration of the Contract. Employees hired after April 14, 1997 shall be enrolled in the NJ Plus Program of the NJ State Health Benefits Plan for coverage for which they qualify. If the employee desires any plan other than NJ Plus Program, that employee shall be responsible for the premium difference between both plans. The Township will provide dental and prescription coverage for all employees covered under the terms of this contract and for their dependants.

Both the Township and the Association recognize the ever-increasing cost of medical benefits; as such, the choice of the insurance carrier is not a required subject for negotiations as long as the level of benefits remains the same in a newly acquired carrier.

The Township and Association incorporate the existing Ordinance and coverage providing medical benefits to any unit employee who retires from the Township of Voorhees and has completed twenty-five (25) years of service within the pension system as outlined by Township Ordinance.

Article XVII

SICK TIME

1. Sick leave means the absence from duty because of personal illness by reason of which such member is unable to perform the usual duties of the position because of exposure to contagious or other illness. Sick leave may also be used for a reasonable

amount of time in an emergency situation where a member of the immediate family (spouse and children) have an illness requiring the employee to remain at home to care for the same or care for the household.

- Each employee during the first calendar year of employment is entitled to a
 proportionate number of sick days based upon the number of months employed.
 After one (1) year employees shall be entitled to fifteen (15) days sick leave per year.
- Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
- 4. The Township reserves the right to require acceptable medical evidence substantiating the illness.
- 5. Each employee shall be credited with one (1) personal day if he/she has not been charged with sick time during the first six (6) months and one (1) additional personal day if he/she has not been charged with sick time during the last six (6) months of the years covered by this Agreement.
- 6. Any employee who terminates his/her employment with the Township or whose employment is terminated by the Township shall be entitled to sick time on a prorated basis for the specific calendar year in which termination occurs. If an employee has taken more than prorated entitlement, the Township shall deduct the value of the time taken from the employee's final pay. The employee will not be paid for unused sick time upon termination, whether from the current year or past years.

- 7. An employee shall, upon retirement, be reimbursed by the Township in a cash payment for sick leave, which was accrued after January 1, 1978. This reimbursement shall be at the rate of 25% of the employee's highest daily base salary at the time of retirement. For employees who began their employment before January 1, 1978, any sick time taken from January 1, 1978 until retirement shall be assessed to those days accrued prior to January 1, 1978.
- 8. Sick time will not accrue during periods of unpaid leaves of absence or suspensions.

Article XVIII

UNIFORMS

All employees provided with uniforms shall receive a Two Hundred Dollar (\$200.00) maintenance allowance each year during the duration of this Contract. An employee's complement of uniform (with the exception of Mechanic) shall consist of the following:

- A. One (1) Winter Coat with Hood.
- B. One (1) Spring Coat with Liner
- C. One (1) Pair of Safety Glasses
- D. One (1) Pair of Coveralls
- E. Five (5) Pairs of Pants
- F. Five (5) Summer Shirts
- G. One (1) Pair of Work Gloves
- H. One (1) Set of Rain Gear
- I. Two (2) Pairs of Work Boots

The Township will replace uniforms on an "as needed" basis. Worn and/or damaged clothing must be turned into the Department Head prior to the issuance of a replacement item.

Employees are required to report to work in uniform. Employees reporting to work out of uniform will not be permitted to work and will not be paid for the day. Employees are not permitted to wear the uniform displaying the Township name or logo except during working hours and during travel to and from work.

Article XIX

BEREAVEMENT LEAVE

The Township shall grant three (3) consecutive days with pay for death in the immediate family provided that the employee uses this time to participate in the family activities associated with the death. This leave shall not be charged against any other leave and shall not accumulate from year to year. Any additional days shall be granted at the sole discretion of the Administrator.

Immediate family shall consist of spouse, parent, child, brother, sister, parent-in-law, grandparent, grandparent-in-law, parental guardian, grandchildren or resident foster child.

One (1) day with pay shall be granted without charge against any other leave for the death of the employee's aunt or uncle.

Article XX

LEAVE OF ABSENCE

A leave of absence without pay may be requested by any employee who shall submit in writing all facts bearing on the request to his/her department head and the Administrator. Each case will be considered on its merit and without establishing precedent.

Article XXI

GRIEVANCE PROCEDURE

The term "grievance" as used herein means any dispute arising over the interpretation, application or alleged violation of then-current policies, agreements and administrative decisions effecting the terms and conditions of employment and shall be raised by an individual or group of individuals or the Township.

- A. The purpose of this procedure is to secure at the lowest possible level, an equitable solution of the problems which may arise effecting the terms and conditions of this Agreement.
- B. Nothing herein shall be construed as limiting the rights of the employee having a grievance to discuss the matter informally with any appropriate member of the department staff.
- C. Nothing herein shall be deemed to deny the employee of his/her statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny the employee of his/her rights to pursue any other statutory or legal remedies in lieu of resorting to the grievance procedures.

- D. Steps of the Grievance Procedures:
- Step 1: An aggrieved employee, directly or through his/her shop steward, shall institute action under the provisions herein within five (5) days of the occurrence of the grievance, and an earnest effort shall be made to settle the dispute between the aggrieved employee, the shop steward and the immediate supervisor, for the purpose of resolving the matter informally. Failure to act within five (5) days shall be deemed to constitute an abandonment of the grievance. If a resolution of the grievance has not been reached within two (2) days of the informal discussion, the grievance may proceed to Step 2.
- Step 2:
- A. In the event a satisfactory settlement has not been reached in Step 1, the aggrieved employee and/or shop steward may within five (5) working days of the supervisor's decision, file a written grievance with the Administrator.
- B. The Administrator shall review the matter and make a determination within ten (10) working days from receipt of the grievance.
- C. In the event a satisfactory settlement has not been reached on Step 2, the aggrieved employee and/or the shop steward may within five (5) working days of the Administrator's decision, file a Notice of Appeal of that decision with the Township Committee.
- D. The Township Committee shall review the matter and make a written determination within thirty (30) working days from receipt of the grievance. The Committee shall have the right to hold a hearing and obtain evidence relevant to

the grievance before it makes a decision. All parties will be given the right to be represented by counsel in any hearing.

Step 3: In the event a satisfactory settlement has not been reached in Step 2, the aggrieved employee and/or shop steward may within five (5) working days of the date of the Township Committee's notice of decision, file a written grievance with the Association and request the Association to move the matter to arbitration. The Association, if it determines the grievance is meritorious, shall move the grievance to arbitration through the American Arbitration Association of the Public Employee-Employer Relations Committee. The Commission upon receipt of the grievance shall bind both parties to its rules and regulations on the selection of an arbitrator to hear this matter.

Step 4: The selected arbitrator shall convene both parties in this matter to hear the effected grievance. The arbitrator shall be bound by the terms of the Agreement and to the application of facts presented to him/her at the grievance hearing. The decision of the arbitrator shall be issued within thirty (30) days of the close of the hearing. The decision of the arbitrator shall be final and binding on both parties.

Step 5: Miscellaneous

It shall be understood by the parties that either party's non-response at any level shall be deemed a failure to respond and the matter shall move to the next respective level of the procedure.

Any extension of the limits or the time frames on all grievances must be in writing and agreed to by both parties.

Article XXII

SEPARABILITY

If any section, subsection, sentence, clause or phrase of this Contract is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining portion of this Ordinance.

Article XXIII

ASSOCIATION BUSINESS

Whenever any employee of the Township who is a representative of the Association is mutually scheduled to participate during working hours in negotiations, grievance proceeding, conferences or meetings, he/she shall suffer no loss in regular pay or be charged for sick leave or vacation leave.

or be charged for sick leave or v	acuton reave.
SIGNED:	
TOWNSHIP OF VOORHEES	PUBLIC WORKS EMPLOYEES ASSOC
Harry Platt, Mayor	
ATTESTED BY:	ATTESTED BY:

SCHEDULE A

	2001	2002	2003	2004
<u>Laborer</u>				
Starting Second Year Third Year	10.50 13.00 18.41	10.50 13.00 19.05	11.00 13.00 19.72	13.46 20.41
Truck Driver				
Starting Second Year Third Year	10.50 13.00 19.00	10.50 13.00 19.67	11.00 13.00 20.36	13.46 21.07
Park Maintenance Worker				
Starting Second Year Third Year	10.50 13.00 19.19	10.50 13.00 19.86	11.00 13.00 20.56	13.46 21.28
Senior Park Maint. Worker				
Starting Second Year Third Year	10.50 13.00 20.70	10.50 13.00 21.42	11.00 13.00 22.17	13.46 22.95
Sewer Repairer				
Starting Second Year Third Year	10.50 13.00 19.19	10.50 13.00 19.86	11.00 13.00 20.56	13.46 21.28
Senior Sewer Maint. Worker				
Starting Second Year Third Year	10.50 13.00 20.70 to 21.86	10.50 13.00 21.42 to 22.63	11.00 13.00 22.17 to 23.42	13.46 22.95 To 24.24
Traffic Maint. Worker				
Starting Second Year Third Year	10.50 13.00 19.46	10.50 13.00 20.14	11.00 13.00 20.85	13.46 21.58
<u>Mechanic</u>				
Starting Second Year Third Year	10.50 13.00 21.04	10.50 13.00 21.78	11.00 13.00 22.54	13.46 23.33

SCHEDULE B

	2002	2003	2004
<u>Laborer</u>			
Starting Second Year Third Year Fourth Year Fifth Year Sixth Year	10.50 12.21 13.92 15.63 17.34 19.05	11.00 12.74 14.49 16.23 17.98 19.72	11.39 13.19 15.00 17.80 18.61 20.41
Truck Driver			
Starting Second Year Third Year Fourth Year Fifth Year Sixth Year	10.50 12.34 14.17 16.01 17.84 19.67		11.39 13.32 15.26 17.20 19.14 21.07
Park Maintenance Worker			
Starting Second Year Third Year Fourth Year Fifth Year Sixth Year	10.50 12.37 14.24 16.12 17.99 19.86	11.00 12.91 14.82 16.74 18.65 20.56	11.39 13.36 15.33 17.33 19.30 21.28
Senior Park Maint. Worker			
Starting Second Year Third Year Fourth Year Fifth Year Sixth Year	10.50 12.69 14.87 17.06 19.24 21.42		11.39 13.69 16.01 18.32 20.64 22.95
Sewer Repairer			
Starting Second Year Third Year Fourth Year Fifth Year Sixth Year	10.50 12.37 14.24 16.12 17.99 19.86	11.00 12.91 14.82 16.74 18.65 20.56	11.39 13.36 15.33 17.33 19.30 21.28

SCHEDULE B CONTINUED	2002	<u>2003</u>	<u>2004</u>
Senior Sewer Maint. Worker			
Starting Second Year Third Year Fourth Year Fifth Year Sixth Year	10.50 12.69 14.87 17.06 19.24 21.42	15.47 17.70	16.01 18.32
Traffic Maint. Worker			
Starting Second Year Third Year Fourth Year Fifth Year Sixth Year	10.50 12.43 14.36 16.29 18.22 20.14	16.91	15.46 17.50
<u>Mechanic</u>			
Starting Second Year Third Year Fourth Year Fifth Year Sixth Year	10.50 12.76 15.02 17.28 19.53 21.78	17.92	18.55