# CONTRACT BETWEEN THE TOWNSHIP OF VOORHEES AND PUBLIC WORKS EMPLOYEES ASSOCIATION

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.

#### 1. TERM

The term of this agreement shall be January 1, 1993 to December 31, 1996.

#### 2. 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 Laws of 1968, Chapter 303, and the amendment of Public Law 1974, Chapter 123, approved October 21, 1974, Senate Number 1087.

# 3. OVERTIME PAYMENTS

Overtime will be paid at one and one-half (1½) times the regular base rate. Overtime will be paid whenever an employee works in excess of eight (8) hours per day or forty (40) hours per week. All employees other than sewer department 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. Employees will be guaranteed a minimum of four (4) hours overtime pay when required to work less than four (4) hours overtime but more than two (2) overtime hours not adjunct to regular working hours. Sewer Department employees shall be guaranteed a minimum of four (4) hours overtime pay when required to work under four (4) hours overtime not adjunct to regular working hours.

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 addition to the above overtime payments, employees required to be on-call shall be compensated at a flat rate of Ten Dollars (\$10.00) a day; however, if that employee is called in, then and in that event the call-in will receive overtime compensation as previously set forth in addition to the Ten Dollars (\$10.00) on-call pay.

Employees assigned to stand-by duty shall 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.

Insofar as practical, overtime shall be distributed as equally as possible among employees within the same classification and department. Overtime will be rotated with the most senior 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.

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 work shift, work day or work week changed for the purpose of avoiding overtime.

All paid time off shall be considered as time worked for the purposes of computing overtime; however, if the employee is sick on a prior shift or sick on a Friday, the Township is not obligated to call said employee in the regular overtime rotation or for Saturday work.

## 4. HOLIDAYS

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

New Year's Day

Martin Luther King Day

Presidents Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day (observed) Mon OCT 14

Veterans Day MON NOV 11

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

Personal Day\*

\* Personal holidays must be approved by the Superintendent or the General Foreman.

## 5. VACATIONS

During the first calendar of service: 1 day per month Through completion of four (4) years of service: 12 days per year Completion of five (5) years of service and up to completion of fourteen (14) years of service: 15 days per year Completion of fifteen (15) years of service: 20 days per year Completion of twenty (20) years of service: 21 days per year

## 6. <u>RETIREMENT</u>

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 \$10,000.00

life insurance policy that will provide coverage both preand post-retirement.

## 7. SALARIES

Salaries as per the attached scheduled.

# 8. LONGEVITY

Association that longevity payments will cease as of this new contract for all new hires after the date of the formal execution of this contract. All employees previously hired and part of the negotiated unit for the Voorhees Township Public Works Employees Association will continue to be paid longevity payments as per the scheduled longevity enumerated hereafter.

There shall be paid to the employees covered by this contract, a longevity payment based upon the following:

Completion of five (5) through nine (9) years of service: 1% of base salary.

Completion of ten (10) through fourteen (14) years of service: 1½% of base salary.

Completion of fifteen (15) through nineteen (19) years of service: 2% of base salary

Completion of twenty (20) years of service and over: 23% of base salary.

## 9. HEALTH BENEFITS

All health benefits presently in effect shall continue to be offered to the employees during the duration of the contract. Both the Township and 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 the 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.

#### 10. SICK TIME

Employees shall be entitled to fifteen (15) days sick leave per year. During the first calendar year of employment, employees are entitled to a proportionate number of sick days based upon the number of months employed. 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. Township reserves the right to require acceptable medical evidence

substantiating the illness. Employees shall be credited with one (1) personal day if they have not been charged with sick time during the first six (6) months and one (1) additional personal day if they have not been charged with sick time during the last six (6) months of the years covered by this agreement.

Employees 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. Any sick time taken from January 1, 1978 until retirement shall be assessed to those days accrued prior to January 1, 1978.

## 11. UNIFORMS

The Township agrees to provide all employees with uniforms in all departments. All employees provided with uniforms shall receive a Two Hundred Dollar (\$200.00) maintenance allowance each year during the duration of this contract. Uniforms shall consist of one (1) winter coat with hood; one (1) spring coat with liner; one (1) pair of safety shoes; one (1) pair of coveralls; three (3) pairs of pants and three (3) shirts. Uniforms destroyed during the course of employment will be replaced.

## 12. BULLETIN BOARD

Township shall provide a bulletin board to be mounted in the 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.

## 13. 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.

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

#### 14. DEATH IN FAMILY

The Township shall grant three (3) additional consecutive days with pay for death in the immediate family. 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, parental guardian, grandchildren or resident foster child.

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

## 15. 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 department head and the Administrator, who will forward a recommendation and the request to the Township Committee for its consideration. Each case will be considered on its merits and without establishing a precedent.

#### 16. GRIEVANCE

The grievance procedure attached hereto and made a part of this agreement shall be adopted as a part hereof and shall prevail as the procedure for the redressing of grievances.

#### 18. SEVERABILITY

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.

# 18. BILL OF 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. An employee shall be entitled to Association representation at each and every step of the grievance procedure set forth in this agreement.
- B. An employee shall be entitled to Association representation at each stage of a disciplinary hearing.
- C. 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.
- D. No recording devices or stenographer of any kind shall be used during any meetings unless both the Association and the Township agree to their use prior to such meeting in writing.
- E. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly

that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this agreement.

# 19. 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 proceedings, conferences or meetings, he/she shall suffer no loss in regular pay or be charged for sick leave or vacation leave.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals or caused their corporate seal to be affixed the 2/ day of June , 1993.

TOWNSHIP OF VOORHEES

ATTEST:

JOYCE L. DENIGHT, Clerk

BY: Tamela J. Hammer PAMELA J. HAMMER, Mayor

VOORHEES TOWNSHIP PUBLIC WORKS EMPLOYEES ASSOCIATION

BY: Mucha I Thack

Sr. Park Maint. Wrkr.	(Starting)	(AM)	3.	0.96	0.44
	(2nd year)	ດີດ ເ	က်ဖွဲ့		7.6
Park Maint. Worker	(Starting)	11.8/	12.40	12.90	13.42
	(2nd year)	13.84	14.46	15.04	15.64
	(3rd year)	14.43	15.08	15.68	16.31
Equipment Operator	(Starting) (2nd year) (3rd year)	V 4 4	12.61 14.68 15.29	13.11 15.27 15.90	ക്ഷ്
Truck Driver	(Starting)	11.59	12.11	12.59	13.09
	(2nd year)	13.57	14.18	14.75	15.34
	(3rd year)	14.16	14.80	15.39	16.01
Traffic Maint. Wrkr.	(Starting)	12.07	12.61	13.11	13.63
	(2nd year)	14.05	14.68	15.27	15.88
	(3rd year)	14.63	15.29	15.90	16.54
Laborer	(Starting)	11.30	11.81	12.28	12.77
	(2nd year)	13.29	13.89	14.45	15.03
	(3rd year)	13.85	14.47	15.05	15.65
Sr. Sewer Repairer	(Starting)	13.04	13.63	14.18	14.75
	(2nd year)	15.01	15.69	16.32	16.97
	(3rd year)	15.57-16.44	16.27-17.18	16.92-17.87	17.60-18.58
Sewer Repairer	(Starting)	11.87	12.40	12.90	13.42
	(2nd year)	13.85	14.47	15.05	15.65
	(3rd year)	14.43	15.08	15.68	16.31

\*\*\*\*All new hires after January 1, 1994, and during the term of this contract shall be paid at the initial rate of \$8.00 per hour. Upon completion of one year of service, said rate shall be increased to \$9.00 per hour and upon the completion of two years, said rate shall be increased to \$10.00 per hour.\*\*\*