

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOWNSHIP OF VOORHEES**

**AND**

**VOORHEES TOWNSHIP MUNICIPAL EMPLOYEES ASSOCIATION**

**SUPERVISORS BARGAINING UNIT**

**EFFECTIVE JANUARY 1, 2009 THROUGH DECEMBER 31, 2012**

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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 MUNICIPAL EMPLOYEES ASSOCIATION, SUPERVISORS BARGAINING UNIT** (hereinafter referred to as the “**Association**” or “**Union**”), 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**

### **RECOGNITION**

Bargaining Unit.

The Township recognizes the Association as the majority bargaining representative supported by a majority of the personnel within the bargaining unit consisting of:

1. all administrative employees;
2. all construction department employees;
3. all building maintenance personnel;
4. all court personnel;
5. all police clerical unit personnel;
6. all public works supervisors; and
7. omnibus driver.

Specifically excluded from the bargaining unit are:

1. managerial executives;
2. confidential employees;
3. all elected and appointed officials of the Township;

4. professional, Township-appointed employees within the court system;
5. members of the public works department including parks and sewer and non-supervisory public works employees; and
6. police department personnel including patrolmen, senior officers, sergeants, communication operators, crossing guards and other special officers.

B. Definition of Employee

The title “employee” shall be defined to include the plural as well as the singular and to include males and females.

## **Article II**

### **NEGOTIATIONS PROCEDURE**

Pursuant to New Jersey Statutes Title 34 et seq., the Township of Voorhees agrees to enter into negotiations with the Association concerning terms and condition of employment as defined by the New Jersey Public Employer-Employee Relations Commission.

The Township agrees to enter into collective negotiations with the representatives of the Association, which has been designated the sole and exclusive agent for collective negotiations for all members.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

The Township agrees not to negotiate concerning said employees in the Association unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.

During the term of this Agreement neither party shall be required to negotiate with respect to such matters whether or not covered by this Agreement whether or not within the

knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

Except as this Agreement shall hereinafter provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Township in force on said date, shall continue to be so applicable during the term of this Agreement.

### **Article III**

#### **EMPLOYEES' RIGHTS AND PRIVILEGES**

Pursuant to N.J.S.A. Title 34, Public Laws, 1968, the Township hereby agrees that every employee of the Township shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

### **Article IV**

#### **REPRESENTATION**

The Association will select three (3) shop stewards to represent said Association in any dispute, which may arise pursuant to the grievance procedure as outlined below. The Township will allow the shop stewards a reasonable amount of time to investigate and process grievances pursuant to the grievance procedure as outlined below. The Association will notify the Township in writing as to the identity of the shop stewards and their alternates, if necessary.

**Article V**

**REPRESENTATION FEE**

1. In the event an employee does not become a member or terminates his/her membership in the Association, said employee will nevertheless be required to pay a representation fee to the Association. Said fee will be deducted from the earnings of that employee. Those fees will then be transmitted to the Association Treasurer.
2. Said fee will be equal to the amount necessary to engage in collective negotiation and arbitration if necessary. The fee will not exceed 85% of the regular membership dues plus any monies needed for collective bargaining and/or arbitration.
3. The Association agrees and shall hereby hold the Township safe and harmless against any liability, including reasonable attorney's fees, which may arise by reason of any action taken by the Township in complying with the provisions of this article.
4. Notification. Prior to the beginning of each membership year, the Association will notify the Township in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with law.

**Article VI**

**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.

The term “day” as used herein means working day, exclusive of weekends and holidays.

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 right 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 employees of their rights to pursue any other statutory or legal remedies in lieu of resorting to the grievance procedure.

D. Steps of the Grievance Procedures:

Step 1: An aggrieved employee through his/her shop steward shall institute action under the provisions hereon within thirty (30) 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 thirty (30) 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 shop steward may within five (5) 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) days from receipt of the grievance.

c. In the event a satisfactory settlement has not been reached on Step 2, the shop steward may within five (5) 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 twenty (20) days from receipt of the grievance.

Step 3: In the event a satisfactory settlement has not been reached in Step 2, the shop steward may within five (5) 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 or the Public Employee-Employer Relations Commission. 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 the 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 the 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 timeframes on all grievances must be in writing and agreed to by both parties.

If a grievance is filed by a member of the supervisors' unit, all aspects of the aforementioned procedures and language under Article V. D. shall apply, except that the steps of the grievance procedures shall be modified such that the aggrieved supervisor will proceed directly to the Administrator's step in the process.

**Article VII**

**PROMOTIONS, TRANSFERS AND JOB VACANCIES**

In the event an existing or new job opening is available, the Township will notify the Association of said opening in writing and will allow all current bargaining unit employees the right to bid for said opening. All current bargaining unit employees will be considered for all available positions provided that the employee is qualified to perform the position in question.

An employee who wishes to bid for an opening must notify the Township and the appropriate shop steward in writing of his/her interest in the job opening. Once a decision to fill the vacancy has been reached, the Township agrees upon request to meet with and discuss its decision with the Association.

## **Article VIII**

### **SICK LEAVE**

A. "Sick Leave" is hereby defined to mean the absence of an employee because of illness, accident, exposure to a contagious disease, or attendance upon a member of the employee's immediate family who is seriously ill and requires the care or attendance of such employee.

B. The Township Administrator reserves the right to require a physician's certificate as sufficient proof of the need for "sick leave."

C. With respect to full time employees, a leave of absence with pay shall be granted as follows: one (1) working day for every month of service during the first calendar year of service and fifteen (15) working days every continuous calendar year thereafter.

D. The Personnel Department will maintain attendance records for each employee so as to accurately record the total sick leave for each employee. All absences will be maintained upon these records and all sick leave earned and used for each completed continuous service year will be recorded on this record.

E. Sick time for part time employees working an average of at least twenty (20) hours per week shall be prorated according to the hours worked by said employee.

F. Sick leave will be prorated in final year of employment.

## **Article IX**

### **RETIREMENT**

Retired employees will retain all pension rights, as outlined under Chapter 88. Retirees with twenty-five (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 X**

### **HEALTH BENEFITS**

All health benefits presently in effect shall continue to be offered to the employees for the duration of this contract. 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 negotiation as long as the level of benefits remains the same in a newly acquired carrier.

## **Article XI**

### **HOLIDAYS**

The official holidays for all municipal employees shall be determined and announced by the Township Committee at the beginning of each calendar year. Holidays will number not less than fourteen (14); of which at least two (2) days shall be personal days in each year of the agreement. In the event that an official holiday is observed during an employee's vacation, he/she shall be entitled to an additional vacation day and should an official holiday occur while an employee is on sick leave, he/she shall not have the holiday charged against his/her sick leave.

**Article XII**

**JURY DUTY**

Any employee selected for jury duty shall be paid his/her full salary while serving in this capacity.

**Article XIII**

**DISCIPLINARY ACTION**

A. No permanent employee of the Township shall be suspended, removed, transferred or demoted from his/her office, employment or position or separated from the services of the Township for political or affiliated union membership reasons.

B. An employee may be suspended, removed, transferred, disciplined only for just cause. All discipline as meted out by the Township shall be progressive in nature and degree and in conformance with Civil Service Rules and Regulations under Title 11 of the Revised Statutes of the State of New Jersey. All actions asserted by any agent of the Township shall be subject to the grievance procedure as contained herein.

**Article XIV**

**VACATION**

A. All permanent full time employees shall be granted the following annual leave for vacation purposes, with pay, in and for each calendar year, except as otherwise herein provided.

(1) Up to one (1) year of service: one (1) working day's vacation for each month of service.

(2) After one (1) year of service and up to and including four (4) years of service: twelve (12) working days' vacation.

(3) After four (4) years and up to and including nine (9) years of service: fifteen (15) working days' vacation.

(4) After nine (9) years and up to and including fourteen (14) years of service: seventeen (17) working days' vacation.

(5) After fourteen (14) years of service up to and including nineteen (19) years of service: twenty (20) working days' vacation.

(6) Upon twenty (20) years of service: twenty-one (21) days' vacation.

B. The vacation accrued for part-time employees working an average of at least twenty (20) hours per week shall be prorated according to the hours worked.

C. Seasonal employees shall not be entitled to vacation benefits.

D. All vacation time shall be scheduled, as the needs of the Township require, on the basis of seniority. Each and every full time employee, without exception, must take the scheduled vacation and compensation will not be allowed in lieu of vacation time.

E. In the event that an employee dies while employed by the Township, his/her estate shall be awarded all vacation benefits earned while employed by the Township.

F. Vacation will be prorated during the last year of employment.

**Article XV**

**TEMPORARY DISABILITY**

This Agreement is intended to be governed by N.J.S.A. 43:21-25 et seq. and any amendments which shall be made thereto. The Township reserves the right to have the employee examined by a doctor selected by the Township when temporary disability is applied for.

**Article XVI**

**PAYMENT FOR UNUSED SICK TIME**

All employees covered by this Agreement shall be entitled upon retirement, as defined in the applicable retirement system, to receive a lump sum payment for unused sick time. Payment shall be calculated by multiplying a sum equal to twenty-five percent (25%) of all accumulated unused sick time from January 1, 1978, by the average daily pay rate at the date of retirement.

**Article XVII**

**LEGAL REPRESENTATION**

A. The Township shall provide legal representation for any employee who has criminal or civil charges brought against him/her resulting from the performance of his/her duties provided that:

- (1) The attorney is mutually agreed upon by the Township and the employee.
- (2) The attorney's hourly fees are consistent with the normal hourly fee charged

in this area.

(3) The hours spent in defending the employee are reasonable with regard to the charge against him/her.

(4) Any excess in (2) and (3) above are the responsibility of the employee.

B. Legal defense shall not be provided for an employee in a disciplinary hearing instituted against him/her by the municipality or in a criminal proceeding instituted as a result of a complaint instituted by the municipality. If any such disciplinary or criminal proceeding instituted by the municipality shall be dismissed or finally determined in favor of the employee, he/she shall be reimbursed for the expense of his/her defense.

## **Article XVIII**

### **OVERTIME**

It is the intention of the Township Committee to grant only compensatory time to salaried employees. Hour-for-hour compensatory time will be granted up to a forty (40) hour workweek. Any hours worked in excess of forty (40) hours in a given week will earn time and a half compensatory time.

Salaried employees working out of title after normal working hours and hourly employees will be compensated on a straight time basis for hours worked up to forty (40) hours in a given week. Any hour worked over forty (40) hours in a given week will be compensated at time and a half.

For the purposes 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.

**Article XIX**

**SALARY**

Salaries will be increased in each year of the contract by the following percentage

<u>1/1/09</u>	<u>1/1/10</u>	<u>1/1/11</u>	<u>1/1/12</u>
3.6%	3.6%	3.6%	3.6%

The Township reserves the right to establish paydays provided that there are a minimum of two pays per month.

**Article XX**

**DEATH IN FAMILY**

The Township shall grant three (3) consecutive days with pay for a death in the immediate family. This leave shall not be charged against any other leave and shall not accumulate from year to year. One (1) day with pay shall be granted without charge against any other leave for the death of the employee's aunt, uncle, or cousin. Any additional days may be granted at the sole discretion of the Administrator if extensive travel exists with regard to the deceased. The affected employee must substantiate the need for additional time to the Administrator prior to the granting of any additional days.

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

**Article XXI**

**CALLBACK PAY**

Callback pay will accrue any time an employee is called back to work after the normal workday has expired. Callback pay will be computed as follows:

A minimum of one (1) hour overtime pay for all work performed less than one (1) hour; a minimum of two (2) hours overtime pay for all work performed less than two (2) hours; and a minimum of four (4) hours overtime pay for all work performed over three (3) hours.

**Article XXII**

**MILITARY LEAVE**

Military leave shall be granted pursuant to State and Federal statutes and regulations and Department of Personnel regulations.

**Article XXIII**

**LIFE INSURANCE**

All permanent employees covered under this contract, within one (1) year of service, shall be provided with a Fifteen Thousand Dollar (\$15,000.00) life insurance policy that will provide coverage both pre- and post-retirement.

**Article XXIV**

**LONGEVITY PAY**

Employees upon completion of five (5) years and up to and including nine (9) years - 1% stipend.

Employees upon completion of ten (10) years and up to and including fourteen (14) years - 1 1/2% stipend.

Employees upon completion of fifteen (15) years and up to and including nineteen (19) years - 2% stipend.

Employees upon completion of twenty (20) years - 2 1/2% stipend.

**Article XXV**

**ACCRUAL OF TIME**

Vacation, sick time, holidays and/or personal days will not accrue during periods of work or non-work related disabilities that exceed sixty (60) calendar days nor will such time accrue during leaves of absence or suspensions.

**Article XXVI**

**DURATION OF CONTRACT**

The term of this Agreement shall be from January 1, 2009 to December 31, 2012

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this     day  
of     2009.

ATTEST:

TOWNSHIP OF VOORHEES

\_\_\_\_\_

BY: \_\_\_\_\_

ATTEST:

VOORHEES TOWNSHIP MUNICIPAL  
EMPLOYEES ASSOCIATION SUPERVISORS  
BARGAINING UNIT

\_\_\_\_\_

BY: \_\_\_\_\_