

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

WHITE COLLAR EMPLOYEES

Effective Dates:

NOVEMBER 1, 2016
up to and including
DECEMBER 31, 2019

INDEX

PAGE

PREAMBLE 4

ARTICLE

#26	BULLETIN BOARD	24
# 7	DISCIPLINE AND DISCHARGE	10
#35	DUES DEDUCTION.....	31
#23	FAMILY LEAVE.....	23
#37	FULLY BARGAINED PROVISIONS.....	32
#22	FUNERAL LEAVE.....	22
#10	GRIEVANCE PROCEDURE	12
#32	HIRING ADDITIONAL EMPLOYEES	29
#27	HOLIDAYS.....	24
#15	HOURS OF WORK	18
#31	INJURY PAY.....	29
#21	JURY LEAVE	22
#34	LAY-OFF AND RECALL	31
#24	LEAVE OF ABSENCE	23
#13	MAINTENANCE OF WORK OPERATIONS	17
# 3	MANAGEMENT RIGHTS.....	5
#23	MATERNITY LEAVE.....	22
#30	MEDICAL AND INSURANCE BENEFITS	26
#20	MILITARY LEAVE	22
# 2	NON-DISCRIMINATION	5
#16	OVERTIME	18
#17	PAY PERIODS.....	19
#29	PERSONAL LEAVE TIME.....	26

<u>ARTICLE</u>	<u>PAGE</u>
#33 PROBATIONARY PERIOD	30
#12 PROMOTIONS AND TRANSFERS	17
# 1 RECOGNITION.....	4
# 8 REPORTING ACCIDENTS	11
# 5 REPRESENTATION FEE/AGENCY SHOP	7
# 9 SAFETY	12
#18 SALARY	19
# 6 SENIORITY	9
#36 SEVERABILITY OF AGREEMENT	31
#11 SHOP STEWARDS.....	16
#19 SICK LEAVE	20
#14 SUPERSEDING CLAUSE.....	18
#38 TERM AND RENEWAL OF AGREEMENT	32
#25 UNION LEAVE.....	24
# 4 UNION RIGHTS	6
#28 VACATIONS	25

PREAMBLE

This Agreement, entered into this _____ day of _____, 2015, by and between the **TOWNSHIP OF CHERRY HILL** (the "Township"), in the County of Camden, State of New Jersey, a Municipal Corporation of the State of New Jersey, and the **TEAMSTERS LOCAL UNION NO. 676** (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 benefitted 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-89-77, the Township recognizes the Union as the exclusive bargaining representative for all full-time White Collar employees including, but not limited to, clerical employees employed by the Township, excluding any part-time employees, all other blue-collar employees, professional employees, police officers, crossing guards, heads of departments, divisions and agencies, members of the Boards or Commissions, managerial executives, confidential employees, **all other employees and statutory exclusions** and all supervisors within the meaning of the Act and any other Township employees.
- 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

The Township of Cherry Hill is committed to the principle of equal employment opportunity and anti-discrimination pursuant to Title VII of the 1964 Civil Rights Act, as amended by the Equal Opportunity Act of 1972 and the New Jersey Law Against Discrimination (LAD). Under no circumstances will the Township of Cherry Hill discriminate on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), pregnancy, liability for service in the United States armed forces, gender identity or expression and/or any other characteristic protected by law. Decisions regarding the hiring, promotion, transfer, demotion or termination are based solely on the qualifications and performance of the employee or prospective employee. If any employee or prospective employee feels they have been treated unfairly, they have the right to address their concern with their supervisor, or if they prefer, their Department Head, Business Administrator, the Director of Human Resources or the Township Solicitor

ARTICLE 3
MANAGEMENT RIGHTS

- A. 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:
1. The executive management and administrative control of the Township government and its properties and facilities, and the activities of its employees;
 2. 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, to make and modify work rules in connection therewith and to transfer, reassign, install or use equipment;
 3. 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 **written** notice to and with the consent of the Township Administrator or designee. Such consent shall not be unreasonably denied for the purpose of processing or investigating grievances and ascertaining compliance with the Agreement. 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 recommend applicants for job openings and the Township Personnel Office and the Township agrees to give the same consideration to Union-recommended 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. The investigation and presentation of 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 alternate during working hours. The determination of

whether information or postings are reasonable shall be made solely by the Township. Information or postings which the Township deems unreasonable, profane, obscene or defamatory may be removed by the Township.

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 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 and 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 may submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.
 6. The Union agrees that it has established and shall maintain at all times a demand and return system as provided by N.J.S.A. 34:13-5 (c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the Township shall immediately cease making said deductions.
 7. The Union shall hold the Township harmless from any claims raised against it by any employee as a result of the Township's fulfilling its obligations under this Article, including any claims for defense costs.

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 is defined to mean an accumulated length of continuous service with the Township computed from the last date of hire. Seniority rights for employees shall prevail in their job classification, except for areas reserved for management rights.
- B. An employee's length of service 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 on expiration of authorized leave;
 4. Absence for three (3) consecutive working days without leave or notice;
 5. Engaging in any other employment during a period of leave;
 6. Failure of laid-off employee to respond to a report-to-work notice within three (3) days and to report to work within seven (7) days.
- D. If the Township establishes different starting times for employees in the same job classification, the senior employee, if qualified in the classification, shall have the choice.
- E. Once each year, during the month of January, the Township shall compile and submit to the Union in writing a seniority list or lists from the regular payroll records. Any employees 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.
- F. After an employee has completed his/her probationary period, the employee shall gain seniority status and his/her seniority on the seniority list shall revert to the first day of his/her probationary period.
- G. All employees currently in the Bargaining Unit shall be classified in one of the following categories:

1. Full-time - An employee who has successfully completed the probationary period and has not 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 full-time employee who is unable to report for work; this temporary employee shall not become a permanent employee nor accrue seniority; or
 - b) An employee hired for a special Township project. Such employee shall be kept as a temporary employee for a period not to exceed six (6) months per calendar year, unless said period is extended by the mutual written agreement of the Township and the Union. Any such employee hired in this situation and who gains permanent status shall have the time accrued as a temporary employee credited toward the probationary period.
 - c) Any temporary employee referred to in (a) or (b) above shall not accrue seniority nor any medical, health, dental or other insurance or other benefits.

ARTICLE 7
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. Being under the influence of alcohol during working hours. If an employee refuses to take a properly administered breathalyzer examination, he/she 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, misuse 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 and 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 or any Steward or alternate giving orders to an employee or countermanding orders of supervisory personnel;
 10. For covered employees in the Police Department, a serious breach of the rules and regulations governing the Police Department.
- B. The Township shall make any of the above charges against an employee within ten (10) calendar days after discovery of the misconduct. Lesser offenses may subject an employee to disciplinary action by the Township.
- C. In all areas of disciplinary procedures, the grievance procedures enumerated and contained in this Agreement shall be applicable.
- D. Warning notices and suspensions shall not remain in effect and shall be removed from the employee's file upon the expiration of three (3) years following the date of such notice.

ARTICLE 8 **REPORTING ACCIDENTS**

Any employee involved in an accident shall immediately report in writing said accident to their immediate supervisor, including 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 9
SAFETY

- A. Under no circumstances will an employee be required or assigned to engage in any activity which is unsafe to the employee's safety.
- B. Employees shall immediately report to the Department Head, in writing, all dangers or defects of equipment or working conditions.
- C. 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.
- D. The Township shall maintain, for the benefit of its employees, sanitary conditions, such as toilets and hot and cold running water which are in good repair.
- E. Any employee sustaining an injury while on duty shall immediately report said injury to his/her immediate supervisor.

ARTICLE 10
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 days that all municipal employees are regularly scheduled to report to work, unless specifically referenced as "calendar days," which shall include days that all municipal employees are regularly scheduled to work and weekends, holidays and other non-regularly scheduled work days.
- 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 the Shop Steward or 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 written 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 written consent:

1. Step One
 - a. An aggrieved employee, along with the Shop Steward, shall submit in writing a grievance to his/her immediate superior within five (5) working days. Said written grievance shall contain the relevant information regarding the alleged incident, including, at a minimum:
 - a. the name of the aggrieved;
 - b. a brief description of the incident or incidents which gave rise to the grievance;
 - c. the Article and section of this contract that are alleged to have been violated; and
 - d. the remedy sought by the aggrieved.

- 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.
- c. In the event a grievance is not satisfactorily resolved, or failure by an employee's immediate supervisor to respond to a grievance within 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 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, within five (5) working days after the Step Two decision is rendered, submit the grievance to the Department Director.
- 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 or 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 a 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. Failure to submit a timely request for arbitration shall be deemed a waiver of the right to arbitrate. 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 be bound by this Agreement and 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. If the parties cannot agree as to whether an issue presented or to be presented is subject to arbitration, the issue shall be put before the arbitrator, who shall render a preliminary determination as to whether the issue is arbitratable under the express terms of this Agreement. If the Arbitrator

determines that the issue is subject to arbitration, the arbitration shall continue as to the merits of the dispute. The party that objects to the arbitrability of any issue shall be responsible for the arbitrator's fees in excess of the first four (4) hours related to rendering a preliminary determination on the arbitrability of the issue if the arbitrator determines that the issue is subject to arbitration.

- c. Township Grievances: Grievances 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 11 **SHOP STEWARDS**

- A. The Union must notify the Township as to the names of Stewards and accredited representatives. One (1) Steward and one (1) alternate from the Bargaining Unit are to be designated by the Union.
- B. Representatives of the Union who are not employees of the Township will not be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters without prior written approval of the Township Administrator, with the exception of an emergency.
- C. The Steward and accredited employee representative shall be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters by obtaining permission from the Mayor or the Mayor's designee.
- D. The Steward shall not give orders to employees nor countermand orders of supervisory personnel. However, the Business Agent shall have the

right to investigate, along with management, disputes regarding unsafe conditions.

ARTICLE 12
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 may be awarded and become effective on the Monday of the week 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.
- B. Openings or vacancies for positions covered by this Agreement shall be filled according to ability and qualifications needed to fill the position, including but not limited to, the employee's most recent performance evaluation, experience level, seniority and work record. Each employee shall have a sixty (60) day qualification period. If at the end of the qualification period, or at any time before, the Township feels that the employee is not qualified, said employee shall be disqualified. Any employee so disqualified or who voluntarily gives up the new position shall be allowed to resume his/her former position if it is still open and available, or take any other equal or less qualified position if a vacancy exists within the bargaining unit.

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

ARTICLE 13
MAINTENANCE OF WORK OPERATIONS

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work, or absence in whole or in part from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.
- B. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned or supporting any such activity by any other

employee or group of employees of the Township, and that the Union will order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

- C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE 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, except that the police disciplinary code shall apply with complete force and effect to all employees covered by this Agreement who work under the direction of the Chief of Police.

ARTICLE 15 **HOURS OF WORK**

- A. 1. The regular work week for current employees shall consist of thirty-five (35) hours, consisting of an eight (8) hour work day, Monday through Friday, seven (7) hours paid and one (1) hour unpaid lunch, when applicable, in all departments covered by this Agreement, with the exception of the Engineering Department.
2. The regular work week for the Engineering Department shall continue to be forty (40) hours, consisting of an eight and one-half (8½) hour work day, Monday through Friday, eight (8) hours paid and one-half (½) hour unpaid lunch.
- B. There shall be no split shifts of regular work days.
- C. Employees shall be subject to call at any time for special assignments and/or emergencies.

ARTICLE 16 **OVERTIME**

All employees shall receive overtime pay for all work in excess of forty (40) hours per week at the rate of one and one-half (1 ½) the employee's regular base rate pay.

- A. Reasonable notice will be given if overtime is to be worked by regularly scheduled day shift employees, unless it is an emergency situation.
- B. All overtime and premium days worked shall be offered by seniority within each department to those qualified employees who are not working.

ARTICLE 17
PAY PERIODS

- A. When the regular payday occurs on a recognized 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, an itemized statement of all deductions made for any purpose, with a breakdown of all hours worked and/or paid for.
- C. All employees shall be required to use direct deposit pursuant to P.L. 2013 c.38, and receive their payroll statements electronically..
- D. Pay period may be once every two (2) weeks, on Friday, at the Township's discretion. The employer shall have the right, upon thirty (30) days' notice to the Union, to implement a payroll system issuing twenty-four (24) paychecks per calendar year.

ARTICLE 18
SALARY

- A. Effective with the signing of this contract and ratification by Township Council, all the employees covered under this Agreement and who are employees at the time of the signing of the contract, shall receive the following increases:

Oct. 1, 2015*	Jan. 1, 2016	Jan. 1, 2017	Jan. 1, 2018	Jan. 1, 2019
1%	2%	2%	2%	2%

* Employees shall further receive a one-time increase in their base salary of \$300 upon the re-opening of the existing Agreement, effective October 1, 2015, after the 1% increase set forth in the chart above. Each employee shall receive an additional \$42.86 in each pay between October 1, 2015 and December 31, 2015 to account for the \$300 increase in base salary set forth in the preceding sentence. In no case shall individuals no longer employed by the Township on the effective date of this Agreement be entitled to or receive any compensation or payment.

- B. Employees acknowledge that for the purposes of calculating their annual entitlement to compensation, they are salaried employees and not paid on an hourly basis. Nothing in this Agreement shall affect the employee's right to overtime under this Agreement or the Fair Labor Standards Act.
- C. The starting salary for new employees hired subsequent to the signing of this Agreement shall be as set forth in the chart below. The Township may offer a new hire a salary above the starting salary based on the new hire's prior experience, however, the salary of the new hire cannot exceed the salary of an existing employee with the same or greater experience.

Labor Category	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Clerk I	<u>\$24,894.65</u>	<u>\$25,392.54</u>	<u>\$25,900.39</u>	<u>\$26,418.40</u>
Clerk II	<u>\$27,065.33</u>	<u>\$27,606.64</u>	<u>\$28,158.77</u>	<u>\$28,721.95</u>
Clerk III	<u>\$29,262.73</u>	<u>\$29,847.98</u>	<u>\$30,444.94</u>	<u>\$31,053.84</u>
Admin I	<u>\$32,194.32</u>	<u>\$32,838.20</u>	<u>\$33,494.97</u>	<u>\$34,164.87</u>
Admin II	<u>\$35,332.87</u>	<u>\$36,039.53</u>	<u>\$36,760.32</u>	<u>\$37,495.53</u>

ARTICLE 19 **SICK LEAVE**

Paid sick leave is an employee benefit provided to all regular, full-time employees who are unable to perform their duties due to one of the following reasons: a) the employee's own injury or illness, b) the employee is receiving professional medical care, c) the employee has a medical or dental appointment, or d) to care for the employee's ill spouse/domestic partner (as defined in the Domestic Partnership Act), child or parent. Sick leave can be taken in hourly increments. Sick leave is defined as the temporary inability to perform one's duties by reason of injury, illness or disease.

- 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. Upon separation from employment, an employee shall be required to repay the Township for any paid sick time which was taken but not earned as of the date of separation.

- 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/she is absent from work because of such accident or illness. Paid sick leave cannot be used when an employee chooses to be absent from work due to inclement weather. An employee must use personal or vacation time for such absences.

Employees are required to give their supervisor advance notice that they will be taking sick leave. Advance notice shall be defined as providing notice prior to the scheduled starting time for the workday for which sick leave will be used. Notice can be provided by a family member of the employee in circumstances where the employee is prevented from contacting their supervisor due to severe illness or hospitalization.

- C. A doctor's certificate may be required after three (3) consecutive days absence 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.
- D. 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.
- E. 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.
- F. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health may be required by the Township before return to work.
- G. The Township may require an employee who has been absent because of personal illness or injury as a condition of his/her return to duty to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing the duties required of that position and that the return will not jeopardize the health of other employees.
- H. An employee may begin accruing sick leave upon commencement of employment with the Township. Employees are not reimbursed for

unused sick leave and will not be paid for such upon separation from employment.

ARTICLE 20
MILITARY LEAVE

Employees shall be entitled to those rights granted under the applicable Federal and State statutes, as further set forth in the Township's Personnel and Policies Procedures Manual.

ARTICLE 21
JURY LEAVE

A regular full-time employee who loses time from his/her job because of jury duty, as certified by the Clerk of the Court, shall suffer no loss of salary, subject to the following conditions:

- A. 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's full salary during the day(s) served on jury duty;
- B. The employee must notify his supervisor immediately upon receipt of a summons for jury service;
- C. This section does not apply where an employee voluntarily seeks jury service;
- D. No reimbursement of wages will be made for jury service during holidays or vacations or other time off from Township employment;
- E. The employee submits adequate proof of the time served on the duty and the amount received for such service.

ARTICLE 22
FUNERAL LEAVE

- A. In the event of death in the employee's **immediate** family or domestic partner (as defined in the Domestic Partnership Act), the employee shall receive five (5) scheduled working days off, without loss of pay, one of which must be the day of the funeral and the remainder to be used within one (1) week of the day of the funeral.
- B. The "immediate family" shall include parents, parents-in-law, spouse, children, brothers or sisters, grandparents, brothers or sisters-in-law,

stepparents, stepchildren, foster children or grandchildren. Proof of death and relationship may be requested by the Township.

ARTICLE 23
FAMILY MEDICAL LEAVE ACT/NJ FAMILY LEAVE ACT/NJ SAFE ACT

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

ARTICLE 24
LEAVE OF ABSENCE WITHOUT PAY

- 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. Approval of such a leave of absence shall be at the sole discretion of the Township. Approval shall not be unreasonably withheld.
- C. The maximum leave of absence shall be for thirty (30) days and may be extended for an additional thirty (30) 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 is not entitled to benefits, nor to accrue sick and vacation time. Each employee shall be responsible for the continued payments for and must make suitable arrangements with the Township for the continuation of all benefits.
- G. Any employee unable to work because of non-work related illness, injury or contagious disease may be granted a medical unpaid leave of absence at the discretion of the Township for the duration of such condition, up to a maximum of twelve (12) months or sooner if released by a licensed competent medical authority to return to work. During such medical leave,

the employee shall retain and accrue seniority to which he/she may be or may come to be entitled to but without other benefit. The period of leave will commence from the time of illness causing the employee to be removed from work duty. No other employment shall be allowed during this medical leave of absence.

- H. The above provisions shall not apply to leave pursuant to the FMLA. All leave pursuant to FMLA shall be governed by the provisions of Article 23 above.

ARTICLE 25
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, Union employees whose attendance is required shall be paid at regular straight time rates for all time required to attend such meetings.

ARTICLE 26
BULLETIN BOARD

The Union shall have the use of the bulletin board on the Township's premises for the posting of notices relating to Union meetings and official business of the Union 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. Materials which violate the provisions of this section shall not be posted and, if posted, can be removed by the Township.

ARTICLE 27
HOLIDAYS

- A. The following are the paid holidays to be given to the employees covered by the Agreement.

New Year's Day	Labor Day
Martin Luther King Day	Yom Kippur (if it falls on a weekday; otherwise the holiday will be Rosh Hashanah)
President's Day	
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day following Thanksgiving
	Christmas Day

Mayor, however, accumulated vacation leave must be utilized prior to March 31st in the year succeeding its accumulation or it will be forfeited, unless otherwise approved by the Mayor.

ARTICLE 29
PERSONAL LEAVE TIME

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

ARTICLE 30
MEDICAL, INSURANCE and OTHER BENEFITS

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

A. Medical Benefits:

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

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

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

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

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

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

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

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

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

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

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

- b. Effective January 1, 2014, the Township shall make dependent coverage in its health and prescription Plans as set forth in this Article, available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the Federal Patient Protection and Affordable Care Act. Student status is not required. Coverage will terminate at the end of the year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375.

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

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

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

<u>RETAIL (30 Day Supply)</u>		
<u>Generic</u>	<u>Preferred Brand</u>	<u>Non-Preferred Brand</u>
\$10.00	\$15.00	\$25.00
<u>MAIL ORDER (90 Day Supply)</u>		
<u>Generic</u>	<u>Preferred Brand</u>	<u>Non-Preferred Brand</u>
\$20.00	\$30.00	\$50.00

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

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

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

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

Should the retiree move out of the area serviced by the Township's coverage, the retiree and his/her family shall be provided with a quarterly reimbursement for medical coverage, providing those eligible for out of area coverage annually certify that they have no other medical coverage and provide proof of payment to the out of area medical insurance carrier.

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

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

ARTICLE 31 **INJURY PAY**

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

ARTICLE 32 **HIRING ADDITIONAL EMPLOYEES**

A. The Township shall notify the Union when any new employees are to be hired to fill positions within the terms of this Agreement.

- B. During the probationary period, the employee may be discharged without recourse, provided that the Township may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members.
- C. After successful completion of the probationary period, the employee shall be placed on the regular seniority list.
- D. In case of discharge within the probationary period, the Township shall notify the Union in writing.
- E. The positions covered under this Agreement shall not be reduced through the use of part-time, casual or seasonal, or non-union employees. Any normal work-related to jobs regularly performed by employees covered by this Agreement shall be performed by said employees at pay rates according to Township Ordinance. Notwithstanding anything in the foregoing to the contrary, the Township shall not be prevented from reorganizing or eliminating positions for more efficient and cost-effective delivery of service, with notification to the Union of the Township's action.

ARTICLE 33
PROBATIONARY PERIOD

A. Permanent Employees

Each employee of the Township who becomes a new member of this Bargaining Unit shall be subject to a probationary period of employment, during which time said employee may be discharged by the Township with or without cause. The length of this probationary period shall be one (1) year from the date of employment by the Township. The employee shall receive all contractual benefits, the first of the month, after sixty (60) calendar days from the date of hire, except the right to grieve a discharge, which shall apply, however, after completion of the probationary period.

B. Temporary Employees

All temporary employees who are employed eight hundred (800) or more hours in a twelve (12) month period shall be considered permanent employees after such time with no further probationary period required. This provision shall not be used to circumvent the hiring of new employees for permanent positions.

ARTICLE 34
LAYOFF AND RECALL

- A. Should it become necessary to lay off employees because of lack of work, the Township shall resort to strict seniority, which means the last employee hired shall be the first employee laid off, so long as the employee retained is qualified to do the work.
- B. When the Township recalls the employee, it shall be done in the reverse order in the manner they were laid off, which means the last employee laid off shall be the first employee to be recalled, so long as the employee to be recalled is qualified to do the work necessitating the recall.
- C. The Township agrees to give at least one (1) week written 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. 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 and seven (7) days to report to work. After one (1) year on layoff, a laid-off employee's recall rights expire.

ARTICLE 35
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 36
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 37
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 38
TERM AND RENEWAL OF AGREEMENT

This Agreement shall be in full force and effect as of November 1, 2016 and shall remain in effect to and including December 31, 2019, without any reopening date, except as otherwise provided herein, or mutually agreed to by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Cherry Hill, New Jersey on this _____ day of _____, 2015.


TEAMSTERS LOCAL UNION NO. 676

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


BY: 
Howard W. Wells, President/BA

BY: 
CHARLES CAHN
MAYOR


Lois Tadley, Steward


Robert Lee, Steward


Thomas A. Lyon, Trustee/BA

ATTEST: 
NANCY L. SAFFOS, RMC
TOWNSHIP CLERK