

A G R E E M E N T

B E T W E E N

T H E T O W N S H I P O F E V E S H A M

A N D

O F F I C E & P R O F E S S I O N A L E M P L O Y E E S  
I N T E R N A T I O N A L U N I O N

L O C A L 3 2

( O P E I U )

Revised  
April 2004

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**ARTICLE I  
RECOGNITION OF BARGAINING UNIT**

**SECTION 1-1**

The Township of Evesham hereby recognizes the Office & Professional Employees International Union Local 32 (OPEIU) as the exclusive representative of the collective negotiations unit known as the Department of Parks and Recreation, Division of Parks.

**SECTION 1-2**

It shall be the mutual objective of the Union and the Township to provide for uninterrupted services to the general public. The Union agrees that, during the term of this Agreement, neither the Union, nor anyone acting on its behalf will cause, authorize, support or take part in any threats, sick-outs strikes, work stoppages, slowdowns, walkouts or other job action against the Township by anyone covered by this Agreement. The Union agrees that such action would constitute a material breach of Agreement. Participation in any of the above shall be deemed grounds for disciplinary action up to and including termination of employment.

**ARTICLE II  
APPLICABILITY CLASSIFICATIONS**

**SECTION 2-1 SCOPE**

This Agreement is intended to apply to the collective bargaining unit classifications of employees of the Department of Parks and Recreation, Division of Parks. This Agreement supersedes all previous Agreements between the parties. Foremen and Supervisors are excluded from this Agreement.

**SECTION 2-2 POSITIONS COVERED**

The positions covered by this Agreement are as follows:

Parks Maintenance Workers

**ARTICLE III  
DURATION OF AGREEMENT**

**SECTION 3-1 TERM**

A. This Agreement shall bind all parties for the period of January 1, 2004 through December 31, 2007.

B. All provisions of this Agreement shall be and continue in full force and effect after December 31, 2007 unless and until superseded by a subsequent agreement or terminated.

## SECTION 3-2 TERMINATION OF AGREEMENT

If any portion of this Agreement shall be declared invalid, it shall not affect the remaining portions of this Agreement, which shall remain in full force and effect; and, to this end, the provisions of this Agreement are hereby declared to be severable. The parties agree to begin renegotiations on the invalid portion within thirty (30) days.

This document constitutes the sole and complete agreement between the parties and embodies the terms and conditions governing employment.

## **ARTICLE IV UNION RIGHTS**

### SECTION 4-1 AGENCY SHOP CLAUSE

A. It is understood and agreed that the provisions of the Township of the “Agency Shop” concept established by the passage and signing of the amendments and supplements to the “New Jersey Employer-Employee Relations Act” (P.L. 1941, C. 100, C. 34”13A13. et. seq.) are in effect. Any new employee who does not join within thirty (30) days of initial employment within the unit, and any employees previously employed within the unit who do not join within ten (10) days of re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction.

The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments, as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union’s entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Employer in conformance with this provision.

### SECTION 4-2 DUES AND CHECK-OFF

Upon receipt of proper written authorization from an employee, the Township shall deduct Union dues, on a pro-rata basis and shall remit the monies collected to the Union not later than the 15th day of each month. The Union agrees to indemnify and hold harmless the Township from any causes of action, claim, loss or damages incurred as a result of this clause.

All deductions under this Section shall be subject to revocation under provisions of General Municipal Law, as amended, by the employees who executed such assignments, upon giving written notice to that effect. Such notice shall be given to the Township Manager. The Township shall therefore cease withholding any monies whatsoever under such checkoff authorization.

Assignees shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually paid over to them. The Township or any of its officers and employees shall not be liable for any delay in carrying out such deduction, and upon forwarding a check in payment of such deductions by mail to the assignee's last known address, the Township and its officers and employees shall be released from all liability to the employee's assignors and to the assignee under such assignments. The Union agrees that there shall be no discrimination, intimidation, restraint and coercion by it or its officers, agents or members against any employee who refuses to or fails to execute an authorization card.

#### SECTION 4-3 SHOP STEWARD

The Township recognizes the right of the Union to designate a Shop Steward and an alternate from within the Department. The authority of Shop Stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

##### A. Bulletin Board

The union shall have the use of a bulletin board on the Township's premises for the posting of notices relating to union meetings and official business only. No other notices shall be posted until they have been submitted to and approved by the Township. Such approval shall not be unreasonably withheld.

B. A duly elected Safety Representative from the bargaining unit will be recognized by management and will have the responsibility to bring all safety concerns to the attention of the shop Foreman. The safety representative will be advised of all safety concerns brought to the attention of the Parks Dept. Foreman. If the duly appointed Safety Representative does not feel a safety issue is being addressed properly, he/she may contact the Fund Commissioner directly. The Safety Representative shall also be invited to the quarterly JIF Safety meetings.

#### SECTION 4-4 UNION MEETINGS

Whenever practicable, negotiation meetings or grievances between representatives of the Township and union representatives shall be scheduled during non-working times of affected employees.

## **SECTION 4-5 UNION ACCESS TO PREMISES**

A duly authorized representative of the Union shall be admitted to the premises for the purpose of assisting in the adjustment of grievances, investigation of working conditions and for the investigation of complaints that the contract is being breached. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations.

## **ARTICLE V MANAGEMENT RIGHTS**

### **SECTION 5-1 MANAGEMENT RIGHTS**

The management of the Department, the control of its properties and the maintenance of order and efficiency is solely the responsibility of the Township. Accordingly, the Township retains the right, including but not limited to, the following: select and direct the working forces, including the right to hire, suspend, or discharge for just cause, or otherwise discipline, assign, promote, or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide the number and locale of its facilities, stations, etc., to determine the work to be performed within the unit, the amount of supervision necessary, methods, schedules of work, and work hours together with the selection, procurement, design, engineering and the control of equipment and materials; and to purchase services of others, limited in this Agreement and to make reasonable and binding rules in writing which shall not be inconsistent with this Agreement.

### **SECTION 5-2 TOWNSHIP RULE MAKING**

The Township may establish such rules, as it deems necessary or desirable provided that such rules are not in conflict with the terms of this Agreement. Such rules shall be in writing and a copy of such rules shall be sent promptly to the Union.

### **SECTION 5-3 SCHEDULING**

- A. Whenever practicable, negotiations or the handling of grievances between the Township and the Union shall be scheduled during non-working hours. Employees will conduct no Union business during regular business hours.
- B. Any employee refusing an assignment will be dismissed for the day without pay. Refusal of an assignment shall be considered insubordination and will be subject to appropriate disciplinary action.
- C. Assignments shall be given immediately prior to the beginning of the workday. Any disagreement with the scheduling or assignment of duties shall not interrupt regular work schedules. If not immediately resolved, the employee may discuss this matter with the Shop Steward as soon as possible

**SECTION 5-4 BAN ON STRIKES**

The Union recognizes that strikes, work stoppages, slowdowns, threats, sick-outs, and other such job actions, when engaged in by public employees, are contrary to the public interest as being inimical to the public health, safety and welfare. Accordingly, the Union agrees that neither it nor any of its agents will instigate, encourage or participate in such a job action involving Township employees.

**ARTICLE VI  
WORK WEEK**

**SECTION 6-1 WORK WEEK**

The Township shall have the right to determine the hours of work, which include the starting time and ending time and the number of work hours. The workweek shall consist of five (5) consecutive eight (8) hour days, which may include only one Saturday or Sunday. If a schedule is needed which includes a Saturday or Sunday then assignment of such will be by seniority. If no employee volunteers, then Employer will assign by reverse seniority. Each employee shall be entitled to two (2) fifteen (15) minute paid breaks.

**ARTICLE VII  
SALARIES AND WAGES**

**SECTION 7-1 SALARIES AND WAGES**

Eligible employees shall be paid in accordance with the following salary schedule, effective on the employee's anniversary date:

<b>Parks &amp; Recreation Salary Scale 2004 - 2007</b>					
	<b>Current</b>				
	<b>Scale</b>	<b>3.25%</b>	<b>3.25%</b>	<b>3.25%</b>	<b>3.25%</b>
<b>Steps</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>
<b>Starting Rate</b>	\$ 9.00	\$ 9.29	\$ 9.59	\$ 9.91	\$10.23
<b>Step 1</b> (eligible after 1 yr)	\$ 10.05	\$ 10.38	\$10.71	\$ 11.06	\$11.42
<b>Step 2</b> (eligible after 1 yr as Step 1)	\$ 11.10	\$ 11.46	\$11.83	\$ 12.22	\$12.61
<b>Step 3</b> (eligible after 1 yr as Step 2)	\$ 12.15	\$ 12.54	\$12.95	\$ 13.37	\$13.81
<b>Step 4</b> (eligible after 1 yr as Step 3)	\$ 13.20	\$ 13.63	\$14.07	\$ 14.53	\$15.00
<b>Step 5</b> (eligible after 1 yr as Step 4)	\$ 14.25	\$ 14.71	\$15.19	\$ 15.69	\$16.19
<b>Step 6</b> (eligible after 1 yr as Step 5)	\$ 15.30	\$ 15.80	\$16.31	\$ 16.84	\$17.39
Eligibility shall be based on:					
Attendance Record					
Tardiness Record					
No more than 3 written reprimands (previous year)					
Commendations					
Supervisor's Recommendation of your performance					

The salaries of employees covered by this Agreement shall not exceed the maximum range. Any employee who currently exceeds the Step 6 rate will receive the annual cost of living raises depicted in the salary chart (3.25%) until the cap of \$20.00 per hour is reached. Once the cap of \$20.00 per hour is attained, said employee shall receive a \$750 stipend per year.

An employee who does not receive a Step Increase upon their anniversary date may appeal the denial of their step increase. The appeal shall be in writing from the employee to the Human Resource Coordinator outlining why the employee feels they qualify for the Step Increase. The employee appeal must be within 20 calendar days of the employee's anniversary date to be valid. Upon receipt of an Appeal, the Human Resource Coordinator will schedule an Appeal Board meeting, which will consist of the Human Resource Coordinator, a representative appointed by the Union and the Township Manager or his designee. At the meeting the Appeal Board will take testimony from the employee and the supervisor (or any other relevant witnesses). The Appeal Board will have 20 calendar days to provide their answer in writing. The Appeal Board's answer is final and cannot be revisited until the next anniversary date. The criteria considered must be work related performance issues (personal conflicts, feelings, emotions, etc. are not grounds for a supervisor to deny a Step Increase).

An employee who works the evening shift shall receive an additional \$1.00 per hour for time worked during that shift.

#### SECTION 7-2 OVERTIME

An employee must actually have worked forty (40) hours in a pay period to be eligible for overtime. Approved sick time, personal time, and vacation time is to be considered time worked as it relates to overtime.

Overtime shall be defined as any time worked in excess of the regularly scheduled workweek. Approved leave is leave approved by a Supervisor.

Overtime shall be granted on a strict seniority rotation basis. Anyone who worked or refused overtime shall be placed at the bottom of the rotation list.

### **ARTICLE VIII BENEFITS**

#### SECTION 8-1 HEALTH AND DENTAL

During the term of this contract, the Township shall continue to provide health insurance benefits, prescription plan and dental plan benefits to full time employees at the level of the Aetna Patriot V (or equivalent) plan in effect on December 31, 2003. The Township will provide health insurance in accordance with above for Aetna Patriot V (or equivalent) for all employees and their legal dependents. If an employee wishes to have Patriot X (or equivalent) the employee can do so but shall be responsible for



paying the difference necessary to upgrade from Patriot V to Patriot X via payroll deduction. The Township reserves the right to change the insurance carriers as long as substantially similar benefits are provided.

#### SECTION 8-2 PRESCRIPTION PLAN

During the term of this contract, the Township shall continue to provide a prescription plan on a deductible basis as follows:

\$7.00 – Brand Name/\$5.00 – Generic until June 30, 2004

\$10.00 – Brand Name/\$5.00 – Generic after July 1, 2004

#### Mail Order – three month supply

\$10 deductible – brand name

\$5 deductible - generic

#### SECTION 8-3 VISION PLAN

The Township shall continue to provide a vision plan paid in accordance with established Township policy.

#### SECTION 8-4 LIFE INSURANCE

The Township shall continue to provide a program of life insurance in favor of all covered employees.

Said life insurance shall have a death benefit payable to the beneficiary designated by the employee and shall be in the amount of twenty-five thousand dollars (\$25,000).

#### SECTION 8-5 DISABILITY

The Township shall abide by the State laws regarding Short Term Disability.

### **ARTICLE IX LEAVE**

#### SECTION 9-1 VACATION

A. Employees hired after January 1, 1994, shall be entitled to vacation leave with pay according to the following schedule:

- a. Employees with 0-5 years of service shall earn six point sixty-seven (6.67) hours for each month of service or (10 days) vacation per year.
- b. Beginning the sixth (6th) year to the end of the tenth (10th) year, employees shall receive ten (10) hours for each month of service or (15 days) vacation per year.

- c. Beginning the eleventh (11th) year to the end of the nineteenth (19th) year, employees shall receive thirteen point thirty-four (13.34) hours for each month of service or (20 days) vacation per year.
  - d. Beginning the twentieth (20th) year and each year thereafter, employees shall receive sixteen point sixty-seven (16.67) hours for each month of service or (25 days) vacation per year.
- B. Any employee covered by this Agreement and hired prior to January 1, 1994, shall be entitled to the following:
- a. Employees with 0-5 years of service shall earn ten (10) hours vacation for each month of service or (15 days) per year.
  - b. Beginning the sixth (6th) year to the end of the tenth (10th) year, employees shall receive twelve (12) hours for each month of service or (18 days) vacation per year.
  - c. Beginning the eleventh (11th) year to the end of the nineteenth (19th) year, employees shall receive thirteen point thirty-four (13.34) hours for each month of service or (20 days) vacation per year.
  - d. Beginning the twentieth (20th) year and each year thereafter, employees shall receive sixteen point sixty-seven (16.67) hours for each month of service or (25 days) vacation per year.
- C. Vacation shall be scheduled by the respective Department Manager (Supervisor), giving preference to employee choice according to seniority, until March 31<sup>st</sup>. Thereafter vacation will be selected on a first come/first serve basis where practicable and where consistent with continued efficient operations.
- D. Vacation days shall accrue on a monthly basis and are pro-rated for the year when an employee is hired and leaves the employment of the Township in good standing.
- E. An employee, at the time of retirement, is entitled to payment for all accrued, unused vacation leave.

In the event that an employee is entitled to vacation leave at the time of his death, the spouse or the estate of the employee shall receive the earned vacation time.

Employees terminated by the Township will not be entitled to compensation for accumulated vacation time.

F. Vacation leave shall not be granted during probationary period. An employee who terminates employment during the probationary period shall not be paid for any vacation time accrued during that period.

SECTION 9-2 HOLIDAYS

A. The following days are recognized as holidays for the purpose of this Agreement. Employees scheduled to work any of these holidays will be paid at the rate of time and one-half and will be granted leave time for the holiday. Employees must work the day before and the day after said holiday to receive holiday pay:

- |                  |                        |
|------------------|------------------------|
| New Year's Day   | Columbus Day           |
| President's Day  | Martin Luther King Day |
| Good Friday      | Veteran's Day          |
| Easter Monday    | Thanksgiving           |
| Memorial Day     | Thanksgiving Friday    |
| Independence Day | Christmas              |
| Labor Day        | Day after Christmas    |

B. All Township facilities will be closed on the following days:

- |                |              |
|----------------|--------------|
| New Year's Day | Thanksgiving |
| Easter Sunday  | Christmas    |

C. There shall be instituted a rotation shift based on seniority whereby staffing will be needed to cover the day shift and the evening shift. Schedules for these holidays will be prepared in January of each year, and will be determined on a seniority basis.

D. Employees working the evening shift will receive the regular shift differential in addition to holiday pay.

SECTION 9-3 PERSONAL DAYS

A. The Township shall allow employees to receive personal days off each year for pressing personal business in accordance with the following schedule:

- During the first twelve (12) months of employment – 1 personal day
- During the second year of employment - 2 personal days
- During the third year of employment and each calendar year thereafter - 3 personal days

B. Employees shall request personal days in writing in accordance with the personnel policies established by the Township Manager. Upon receipt of such a request, the Township shall allow or deny same within three (3) days. Written notification does not apply to emergency situations; however, the employee must call the Supervisor at least thirty minutes prior to 7AM.

- C. Personal days do not accrue from year to year and are prorated for the year when the employee leaves the employment of the Township.
- D. Personal days shall not be used in succession or to extend vacation time.
- E. Personal days cannot be used during an employee's probationary period.

#### SECTION 9-4 SICK LEAVE

Sick leave herein defined is to mean absence from duty of any employee because of personal illness, accident, exposure to a contagious disease, or illness of an immediate family member, which requires the employee to remain at home to care for same.

Eligible employees hired prior to August 1, 1996 shall be entitled to ten (10) hours of sick leave for each month of employment or fifteen (15) days maximum.

Eligible employees hired after August 1, 1996 shall be entitled to six point sixty-seven (6.67) hours of sick leave for each month of employment or ten (10) days maximum.

Sick leave benefits shall be paid with respect to workdays absent on the following basis:

- a. Sick leave pay shall be based upon the individual employee's regular, straight time daily rate, exclusive of shift premiums, for the day on which he is absent from work because of such accident or illness.
- b. Sick leave may not be granted to an employee until completion of the probationary period.
- c. A doctor's certificate shall be required after three (3) consecutive sick leave days or three (3) occurrences within a rolling 4-month period of time as a condition for payment of sick leave, except with respect to a period of time during which an employee is hospitalized. Abuse or misuse of sick leave is defined to include but is not limited to absence from work when the employee is not sick or hospitalized and when that employee requests use of a sick day. Abuse of sick time shall be cause for immediate dismissal. Partial day's absence for pre-approved sick time for medical visits or lab tests will not count as an occurrence.
- d. In case of leave of absence due to exposure to contagious disease, a certificate from a medical doctor shall be required which shall certify that the employee may work around co-workers without danger to the spread of such disease prior to employee's return to work.

- e. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties or that his return will not jeopardize the health of other employees.
- f. The Township will pay one-half (1/2) of accrued sick days upon retirement or disability with a maximum payment of sixty (60) days (480 hours) accrued sick leave. Township will pay only if employee retires or leaves for disability reasons. No payment will be made if employee is terminated or resigns.
- g. Sick days shall accrue on a monthly basis and are pro-rated for the year the employee is hired and leaves the employment of the Township in good standing.

#### SECTION 9-5 MILITARY LEAVE (REGULAR FULL-TIME)

The Township will abide by language in Federal and State Statutes.

#### SECTION 9-6 JURY DUTY LEAVE

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

- a. The employee must notify his supervisor immediately upon receipt of a summons for jury service.
- b. This section does not apply where an employee voluntarily seeks jury service.
- c. No reimbursement of wages will be made for jury service during holidays or vacations.
- d. At the Township request, adequate proof must be presented of time served on jury duty and the amount received for such services.

#### SECTION 9-7 FUNERAL LEAVE

A. A regular full-time employee, who is excused from work because of death in his immediate family as defined below, shall be paid his regular rate of pay for the scheduled working hours missed because of said death. No more than three (3) consecutive eight- (8) hour days leave shall be allowed, one of which shall be the day of the funeral. Immediate family is defined to mean mother, father, spouse, child, legally adopted or stepchildren, sibling, grandparents, grandchildren, mother/father-in-law, daughter/son-in-law, and sister/brother-in-law.

B. Vacation or personal days will be used for all other relatives.

#### SECTION 9-8 LEAVES OF ABSENCE

When an employee is exercising his right to Family and Medical leave, the Township shall comply with both the Federal and State of New Jersey laws.

### **SECTION X SENIORITY**

#### SECTION 10-1 SENIORITY

Effective with the signing of this new contract, seniority is defined as follows:

- A. As it relates to core benefits (vacation, sick time, personal leave), seniority is defined to mean an employee's accumulated length of continuous service with the Township.
- B. As it relates to job assignments, seniority is based on time in the Parks Division. Job assignments shall be based on job qualifications and skill.

An employee's length of service shall not be reduced by time lost due to an absence for a bona fide illness or injury certified by a physician.

#### SECTION 10-2 SENIORITY RANK AND POSTING

- A. During the month of January, the Township shall post in a conspicuous place, a seniority list of employees from the regular payroll records.
- B. Any controversy over the seniority standing of any employee on the seniority list shall be submitted as a grievance within thirty (30) days after posting after which the list shall become binding.
- C. An employee who has satisfactorily completed his probationary period shall gain seniority status. Said employee's name shall be added to the list as of his first day of employment.

### **ARTICLE XI DISCIPLINE, TERMINATION AND LAY-OFF**

#### SECTION 11-1 DISMISSAL; SUSPENSION

No employee may be dismissed, suspended, disciplined, reprimanded or receive an adverse evaluation without just cause. Except where the provisions of this Article provide for immediate dismissal, the Employer shall give the Union notice of said discharge or suspension.

An employee may request that a Shop Steward be present if an employee is disciplined, suspended or dismissed.

The employee shall have the right to appeal said dismissal or suspension through the grievance procedure.

#### SECTION 11-2 IMMEDIATE DISMISSAL

The parties agree that any one of the following offenses shall constitute sufficient grounds for immediate dismissal:

- a. Calling or participating in any strike, work stoppage, slow down, strike threat, sick-out or walk-out.
- b. The Township may test an employee if there is reasonable suspicion to suspect said employee is drunk or under the influence of alcohol or drugs during working hours. Refusal to take a properly administered test shall be considered sufficient evidence of drunkenness or being under the influence of alcohol.
- c. Possession, use or consumption of any alcoholic beverage on Township property before, during and after working hours.

This provision does not apply to an employee who is off duty and attending a social affair at a township-owned facility.

- d. Commission of an act prohibited by N.J.S.A., 2C, Chapter 11 through Chapter 40 inclusive, any violation of the provisions of this Code of the Township of Evesham, including but not limited to Section 22-13, or any other offense involving dishonesty.
- e. Carrying an unauthorized passenger in a Township vehicle or use of a Township vehicle for any unauthorized purpose.
- f. Possession or use of non-prescribed legend or narcotic drugs while on the job or being under the influence of such drugs while on the job. Drug testing of employees involved in a vehicle or equipment job-related accident which results on a positive test, or refusal of employee to take a drug test after such employee was involved in a vehicle or equipment job-related accident.
- g. Being absent without authorization for three (3) consecutive days.
- h. Abusive language or assault on Township employees or Township representatives.

- i. Knowingly altering another employee's or employee's own time card.
- j. Walking off the job without authorization of the Supervisor.

### SECTION 11-3 LAY-OFF; NOTIFICATION; RECALL

Should it become necessary to lay-off employees because of budgetary constraints or lack of work, the last employee hired shall be the first employee laid off. When employees are recalled, the last employee laid-off shall be the first employee recalled.

## **ARTICLE XII GRIEVANCE PROCEDURE**

### SECTION 12-1 GRIEVANCE PROCEDURE

#### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

#### B. Definition

The term "grievance" as used herein means the interpretation, application or alleged violation of this Agreement and may be raised by an individual or the Union at the request of an individual or individuals. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance and arbitration procedure provided.

#### C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The aggrieved or the Union Shop Steward shall institute action under the provisions hereof within ten (10) calendar days after the event has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.



Step Two: If no agreement is reached orally within five (5) calendar days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within five (5) calendar days thereafter to the Department Head. The Department Head shall answer the grievance in writing within five (5) calendar days of receipt of the written grievance.

Step Three: If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Township Manager within ten (10) calendar days thereafter. The Township Manager shall respond, in writing, to the grievance within fifteen (15) calendar days of the submission.

Step Four: If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration within ten (10) working days pursuant to the rules and regulations of the Public Employment Relations Commission. The cost for the services of the arbitrator shall be borne equally by both parties.

D. Arbitration Procedure

1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
3. The arbitrator's decision shall be in writing, with reasons.
4. The Union and the township shall be limited to placing one (1) issue before an arbitrator at any one time. Arbitrators shall be prohibited from hearing more than one (1) grievance except by mutual consent of the parties.

E. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits for processing the grievance

at any step in the grievance procedure.

- F. Upon prior notice to and authorization of the Department Head, the designated Union representatives shall be permitted to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of the employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township of Evesham or require the recall of off-duty employees.
- G. Grievance and disciplinary hearings will be scheduled whenever possible during working hours of the employees involved and at a time mutually convenient to the Township and the designated OPEIU Local 32 representative.
- H. An employee subject to discipline will be advised in writing within seven (7) calendar days of the knowledge by the appropriate Township representative of the infraction or violation. However, in the event additional time is needed by the Township to complete the investigation of the alleged infraction or violation, the employee will be advised of the discipline no later than thirty (30) days after the completion of the investigation.

### **ARTICLE XIII EMERGENCY OPERATIONS**

#### **SECTION 13-1 EMERGENCY OPERATIONS**

- A. Every employee covered by this Agreement understands that responding to emergencies is a condition of employment. He will supply management with a telephone number at which he can be reached. If the Employer cannot contact employees in an emergent situation, the Employer reserves the right to utilize employees outside the bargaining unit or outside vendors.

It is understood and agreed that no employee has the right to leave without the Director or his designee's permission. Exceptions are approved vacation or approved leave.

- B. No employee shall work more that twelve (12) hours at a time beyond his regular shift. Each employee shall be eligible to receive not more than three (3) thirty (30) minute breaks. All breaks shall be approved and scheduled by the Director of Parks and Recreation or his designee prior to taking such break.

Only establishments approved by the Township may be used unless such establishments are not open twenty-four (24) hours a day. When an employee is required to work four (4) hours or more after the completion of their normal workday, said employee shall be entitled to a meal allowance. Said meal allowance

will not exceed \$10.00 per meal or \$30.00 maximum in a twenty-four (24) hour period.

**SECTION 13-2 EMERGENCY CALL-INS**

A. Whenever an employee is called in to work beyond the normal work day, he shall receive a minimum of three (3) hours work or pay at the overtime rate. Compensation will commence at the time the employee is called. Employees shall not be compensated for any response time in excess of thirty (30) minutes. Minimum call-in provisions do not apply if the employee is requested to report early for a regular shift or if the employee is held over at the end of a regular shift.

**ARTICLE XIV  
HIRING PROCEDURES**

**SECTION 14-1 PROBATIONARY PERIOD**

During the probationary period of ninety (90) days, the employee may be discharged without recourse.

**SECTION 14-2 PART-TIME OR SEASONAL EMPLOYEE**

The Township shall have the right to hire part-time, seasonal employees, as it deems necessary. No part-time or seasonal employee shall hold any seniority standing, but such employees shall be given an open and equal opportunity to compete for regular positions. In the event of hire, their seniority shall start from their first day of full-time regular employment. The present work force shall not be reduced through the use of part-time and/or seasonal employees.

**ARTICLE XV  
CLOTHING ALLOWANCE**

**SECTION 15 UNIFORMS**

Township mandated uniforms will be supplied according to seasonal needs and prior to the season for which they are needed.

**Summer Uniform** (May 15<sup>th</sup>)

- 3 pairs of pants
- 3 short sleeve shirts
- 5 Polo shirts

**Winter Uniform** (Oct 15<sup>th</sup>)

- 3 pairs of pants
- 3 long sleeve shirts
- 2 Sweat Shirts
- 1 Light Jacket
- 1 Heavy Coat (Carhart/or equal)
- 1 set of carhart bib
- 1 Set coveralls
- 1 Zippered hooded sweatshirt.

Uniforms will be replaced on an as-needed basis.

Employees will initially be supplied with a pair of rain boots and raincoat. Employees will also have access to a helmet and face shield when doing activities that warrant their use. Upon producing a copy of a receipt for a quality steel-toe work boot (more than one pair are permitted), the Township will reimburse the employee up to \$100 per year.

Township issued uniforms, work shoes and safety equipment must be worn at all times. Any employee who does not conform will be subject to disciplinary action.

Uniforms shall be maintained and worn in the condition in which they were issued. Altering uniforms in any manner such as cutting is prohibited.

## **SECTION XVI OCCUPATIONAL SAFETY**

### **SECTION 16-1 CONDITIONS OF WORK SAFETY**

All Federal, State and Municipal laws and safety rules must be strictly adhered to by the employees and the Township. Under no circumstances will an employee be required to or assigned to any activity involving dangerous conditions of work, or danger to person or property, or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment. The term “dangerous condition of work” does not relate to the type of cargo which is hauled or handled.

The Township shall maintain in good repair a sanitary work environment for its employees.

The Township shall not require any employee to engage in any activity or use any equipment which may create an unsafe working condition.

### **SECTION 16-2 REPORTING ACCIDENTS**

Any employee involved in an accident shall immediately report said accident and any physical injuries sustained. When required by the Township, 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 return in all available names and addresses of witnesses to the accident. The Township may send employee involved in an accident for drug/alcohol testing.

### **SECTION 16-3 DEFECTIVE EQUIPMENT**

Employees are required to maintain all equipment and vehicles in a clean, safe condition.

They are required to report all defects in equipment and vehicles to their Supervisor immediately. No employee will be required to operate any vehicle or equipment that is not in proper working condition.

No employee shall be required to pay for loss or damage to said vehicles or equipment unless it shall first be proved that such loss or damage was caused entirely by the employee's gross negligence or improper act.

**SECTION XVII  
MISCELLANEOUS PROVISIONS**

SECTION 17-1 DISCRIMINATION PROHIBITED

Neither the Township nor the Union shall discriminate against any employee for race, creed, color, sex, age or Union affiliation.

**(LEFT BLANK INTENTIONALLY)**

**SECTION XVIII**

**SECTION 18-1 EMBODIMENT OF AGREEMENT**

This document constitutes the sole and complete agreement between the parties and embodies the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining. Any prior commitment or agreement between the Township and Union or any individual employee covered by this Agreement is hereby superseded.

**SECTION 18-2 SEVERABILITY**

If any portion of this Agreement should be declared invalid for any reason whatsoever, the remaining portions of this agreement, which shall remain in full force and effect. In the event any portion of this Agreement is declared invalid, the parties agree to begin renegotiations on the invalid portion within thirty (30) days.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_ of 2004.

ATTEST:

TOWNSHIP OF EVESHAM

OFFICE & PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION LOCAL 32 (OPEIU)

\_\_\_\_\_  
Augustus Tamburro, Mayor

\_\_\_\_\_  
Steven Tully, Business Manager

\_\_\_\_\_  
Millie Bonifrisco,  
Township Clerk

\_\_\_\_\_  
Norma Cruz-Vazquez Business Representative

\_\_\_\_\_  
Terry Nelson, Shop Steward

\_\_\_\_\_  
Jim Montelpare, Alternate Shop Steward