

2232

MEMORANDUM OF UNDERSTANDING TO THE
VOORHEES TOWNSHIP COMMUNICATION OPERATORS ASSOCIATION
CONTRACT EFFECTIVE 1/1/94 THROUGH 12/31/96

An interpretation of Article 2: OVERTIME PAYMENTS - 2. is
as follows:

For the purpose of computing overtime a communications
operator will receive credit as "time worked" for both vacation
and holidays. Time worked will not be credited for sick time.

This memorandum becomes effective as of the date of this
signing.

DATED: 12/7/94

ATTEST:

TOWNSHIP OF VOORHEES

Mary C. Gard

BY: Charles M. J.

WITNESS:

COMMUNICATIONS OPERATORS ASSN.

Mary C. Gard

BY: Barbara Amato

AGREEMENT BETWEEN
THE TOWNSHIP OF VOORHEES
AND
VOORHEES TOWNSHIP COMMUNICATIONS OPERATORS
ASSOCIATION

THIS AGREEMENT made and entered into this 28 day of November, 1994 by and between the TOWNSHIP OF VOORHEES, a municipal corporation of the State of New Jersey, hereinafter referred to as "Township" and the VOORHEES TOWNSHIP COMMUNICATIONS OPERATORS ASSOCIATION, an unincorporated labor organization, hereinafter referred to as "Association".

WITNESSETH:

WHEREAS, the Association has been recognized by the governing body of the Township as the collective bargaining agent for certain Police Department employees employed by the Township and negotiations having been pursued in accordance with the provisions of Chapter 303 of the Public Laws of 1968 and the parties hereto desiring to reduce their understanding to written form;

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

ARTICLE 1: RECOGNITION

The Township hereby recognizes the Association as the sole and exclusive bargaining representative for the unit of employees defined so as to mean full-time Communications Operators of the Voorhees Township Police Department.

ARTICLE 2: OVERTIME PAYMENTS

Employees shall be entitled to receive overtime compensation at the rate of one and one-half (1 1/2) times the employee's regular base rate of pay under the following conditions:

1. All work performed in excess of the employee's regular eight (8) hours of duty in any one (1) day.
2. All work performed in excess of the employee's regular forty (40) hours of duty in any one (1) week. All time paid is considered hours worked.

Overtime refers to any time worked beyond the regular hours of duty.

Overtime shall be paid currently or at least no later than the second pay period after the overtime was worked.

ARTICLE 3: HOLIDAYS

Employees shall be entitled to fourteen (14) holidays annually. Unused holidays, not to exceed three (3) in number, may be carried into the new year for a ninety (90) day period, at which time the holidays not used will be lost.

ARTICLE 4: VACATIONS

Each employee covered by this agreement shall be entitled to an annual vacation leave with pay which is consistent with those provided for other Township employees.

During the first calendar year of service	- 1 day per month
Completion of four (4) years of service	- 12 days
Completion of five (5) years of service through nine (9) years of service	- 15 days
Completion of ten (10) years of service through fourteen (14) years of service	- 17 days
Completion of fifteen (15) years of service	- 20 days

ARTICLE 5: SICK TIME

Employees shall be entitled to fifteen (15) days sick leave per year. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when

needed for such purpose. Sick leave shall not be charged to any employee when Township is reimbursed for employee's salary by workers compensation. After three (3) days absence, Township reserves the right to require acceptable medical evidence substantiating the illness.

Employee shall, upon retirement, be reimbursed by the Township in a cash payment for sick leave which has accrued after January 1, 1978. This reimbursement shall be at the rate of 25% of the employee's highest daily base salary at the time of retirement. Any sick time taken from January 1, 1978 until retirement shall be assessed to those days accrued prior to January 1, 1978.

ARTICLE 6: RETIREMENT

Employees shall retain all pension rights available to them under the applicable laws of the State of New Jersey and the ordinances of the Township of Voorhees.

ARTICLE 7: SALARIES

Salaries will be per the attached Schedule A.

ARTICLE 8: LONGEVITY

There shall be paid by way of a longevity payment to the employees covered by this contract, the following percentage of base salary.

Completion of five (5) years through nine (9) years of service	- 1% of base salary
Completion of ten (10) years through fourteen (14) years of service	- 1 1/2% of base salary
Completion of fifteen (15) years through nineteen (19) years of service	- 2% of base salary
Completion of twenty (20) years and over of service	- 2 1/2% of base salary

Association members hired after April 16, 1992 are not eligible for longevity pay consideration.

ARTICLE 9: SHIFT DIFFERENTIAL

Shift differential shall be paid at the following rates: 2% for the afternoon, or 3:00 p.m. to 11:00 p.m. shift, and 4% for the 11:00 p.m. to 7:00 a.m. shift. It is contemplated by this agreement that all full time dispatchers are to receive a differential pay. Therefore, Association members assigned to the special daytime assignments and not eligible for the shift differential above are to be paid by December 31 of each year an amount equivalent to the shift differential. The factoring in of these additional two employees means that each of the six full time employees will receive the equivalent of a 2% shift differential.

ARTICLE 10: CLOTHING ALLOWANCE

All new employees covered by the terms of this contract shall receive a full complement of clothing. Thereafter the Township will replace clothing as needed.

ARTICLE 11: CLOTHING MAINTENANCE

All employees covered by the terms of this contract shall receive a Five Hundred Dollar (\$500.00) annual clothing maintenance.

On or before the 30th day of June of each contract year, the Township shall provide Two Hundred Fifth Dollars (\$250.00) for each uniformed employee covered by the terms of this contract for the purpose of cleaning and maintenance of uniforms for the first half of that year.

On or before the 31st day of December of each contract year, the Township shall provide an additional Two Hundred Fifty Dollars (\$250.00) for each uniformed employee covered by the terms of this contract, for the purpose of cleaning and maintenance of uniforms for the second half of that year.

ARTICLE 12: MEDICAL BENEFITS

All medical benefits presently in force will remain in force during the term of this contract.

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

ARTICLE 13: GRIEVANCE PROCEDURE

The Grievance Procedure attached hereto and made a part of this Agreement as Schedule B shall be adopted as a part hereof and shall prevail as the procedure for the redressing of a grievance.

ARTICLE 14: PERSONNEL FILES

Any Association member may review his/her own personnel file by so notifying the Chief of Police of his/her intent.

ARTICLE 15: LEGAL REPRESENTATION

The Township shall keep in force a Police Professional Liability Insurance Policy that shall provide for legal representation in civil cases.

The Township shall provide legal representation for any employee who has criminal charges brought against him/her resulting from the performance of his/her duties both as Communications Operator or Police Matron, provided that:

1. The attorney is mutually agreed upon by the Township and the employee.

2. The attorney's hourly fees are consistent with the normal hourly fees charged in this area.

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

4. Any excess in numbers 2 and 3 are the responsibility of the employee.

5. There is no conflict between the employee's defense and the Township's best interest.

If any disciplinary or criminal proceeding instituted by or on complaint of the Township shall be dismissed or finally determined in favor of the Communications Operator (or Police Matron), he/she shall be reimbursed by the Township for any monetary loss, provided that reimbursement is not contrary to the decision of the court or consent agreement.

ARTICLE 16: DURATION OF CONTRACT

This contract shall be effective retroactively to January 1, 1994 and shall continue in full force and effect until December 31, 1996.

ARTICLE 17: MISCELLANEOUS

The terms and provisions of this Agreement are subject to Chapter 303 of the Public Laws of 1968, as amended, and the terms and conditions herein shall in no way be construed so as to be in derogation of existing policies and benefits granted to the said employees which are not covered by this Agreement.

This Agreement, however, does not supersede and is effective as to all terms, within without regard to previous understandings or agreements, written or verbal. The Township will incur no obligations nor make any expenditures under the terms of the contract unless said obligations or expenditures are in accordance with the laws of New Jersey.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals or caused their corporation seal to be affixed the day, month and year first above written.

TOWNSHIP OF VOORHEES

ATTEST:

Loyce L. Doughty
Corp. Clerk

BY: *Pamela J. Hammer, Mayor*

ATTEST:

Patricia Giles

COMMUNICATIONS OPERATORS
ASSOCIATION

BY: Margie Dickens

Schedule A**VOORHEES TOWNSHIP COMMUNICATION OPERATORS**

	<u>1994</u>	<u>1995</u>	<u>1996</u>
Starting	\$11.00/hr.	\$11.33/hr.	\$11.67/hr.
After completion of one (1) year of service	\$13.60/hr.	\$14.01/hr.	\$14.43/hr.