

DATE: 12-30-80

TO: TOWNSHIP OF CHERRY HILL Township

FROM: AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES; AFL-CIO, LOCAL 2268

RE: WAIVER OF RATES OF PAY FOR CALENDAR YEAR 1981 FOR (3) THREE C.E.T.A EMPLOYEES OF THE DEPARTMENT OF PUBLIC WORKS.

Effective 1-1-81, Mr. B. Bass Jr., Mr. R. Parks Jr. and Mr. J. Arpino, all C.E.T.A. employees, were to have received a (\$.46) forty six cent per hour increase in salary, as per a collective bargaining agreement between the Township and AFSCME local 2268.

Since the increase of (\$.46) forty six cents per hour would increase their annual salary above the maximum annual salary allowed under C.E.T.A. federal regulations it would have meant that these employees positions would have to have been terminated. Therefore these three employees here by waive there rights to a (\$.46) forty six cent per hour increase and agree to accept a (\$.20) twenty cent per hour increase, and with the knowledge that they will not be authorized any overtime work during the year, in leiu there of, rather than face the termination of their positions.

In the event that Mr. B. Bass Jr., Mr. R. Parks Jr., or Mr. J. Arpino are in the future placed in permanent budgeted positions their rate of pay will automatically be restored to the full rate for the labor grade of the position into which they are appointed, effective with the first day of such permanent appointment.

The Township of Cherry Hill, AFSCME local 2268, B. Bass Jr., R. Parks Jr., and J. Arpino are herewith in full agreement to the provisions of this waiver.

For the Township

*Ronald S. Miller*  
RONALD S. MILLER TWP, MGR

*Ronald Hepkin*  
RONALD HEPKIN DIR. P.W.

*Jim Funkhouser*  
JIM FUNKHOUSER PERSONNEL

DATED 12-30-80

*Mark Peter*  
WITNESS

RECEIVED

JAN 6 1981

TOWNSHIP CLERK

For AFSCME local 2268

JOHN HEMMY ASSOC, DIR

*Benjamin Bass Sr.*  
BENJAMIN BASS SR. PRES 2268

*Benjamin Kates*  
BENJAMIN KATES SHOP STEWARD

*Benjamin Bass Jr.*  
Benjamin Bass Jr.  
*Roland Parks Jr.*  
Roland Parks Jr.

LIBRARY  
Institute of Management and Labor Relations

OCT 6 1981

RUTGERS UNIVERSITY

*Joseph Arpino*  
JOSEPH ARPINO  
JAMES

AGREEMENT

Between

TOWNSHIP OF CHERRY HILL

CAMDEN COUNTY, NEW JERSEY

AND

RECEIVED  
DEC 26 1980  
TOWNSHIP CLERK

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES, AFL-CIO

LOCAL 2268

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January 1, 1980 through December 31, 1982

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PREAMBLE

This Agreement entered into this 13th day of August 1980, by and between the TOWNSHIP OF CHERRY HILL, in the County of Camden, New Jersey, a municipal corporation of the State of New Jersey, (hereinafter called the "Township"), and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 2268, (hereinafter called the "Union" or "Council"), represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I

RECOGNITION

A. The Township, pursuant to Public Employment Relations Commission, Docket No. RO-880, recognizes the Union as the representative for the purposes of collective negotiations for all blue collar employees employed by the Township in the Department of Public Works, but excluding all other blue collar workers, Policemen, professional, craftsmen, confidential employees and supervisory employees within the meaning of the Act, and all other employees of the Township of Cherry Hill.

B. Whenever titles are used in this Agreement they shall be defined to include the plural as well as the singular, and to include males and females.

ARTICLE II

DEDUCTIONS IN SALARY

A. The Township agrees to deduct the Union monthly membership dues from the salaries of those employees covered by this Agreement who individually request in writing that such deductions be made. Such deductions shall be made in accordance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9(c), as amended. Said monies shall be transmitted to the Treasurer of the Union, together with a list of names of all employees for whom the deductions were made by the fifteenth (15th) day of each month of the succeeding month after the deductions were made.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Township Manager written notice sixty (60) days prior to the effective date of said change. The Township agrees to notify the Union in writing within thirty (30) days of termination of employment for the purposes of this Article.

C. The Union will provide the necessary "check-off authorization form and deliver the signed form to the Township Manager. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Union to the Township.

ARTICLE III

HOURS AND OVERTIME

A. The normal working week shall consist of forty (40) hours per week, eight (8) hours per day, five (5) days a week.

B. The Township may change the starting time of work shifts and the work shift providing seventy-two (72) hours prior notice is given to the employees affected, except in the event of an emergency.

C. Where the nature of the work involved requires continuous operations on a twenty-four (24) hour per day, seven (7) days per week basis, employees so assigned will have their schedules arranged in a manner which will assure, on a rotation basis, that all employees will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year.

D. All work performed in excess of forty (40) hours in any week or eight (8) hours per day shall be considered overtime and shall be paid for the basis of time and one-half (1 1/2).

E. Overtime shall be distributed as equitably as possible provided the employee has the ability to do the work, and all employees shall be expected to work a reasonable amount of overtime when requested. Overtime shall be distributed on the basis of seniority. The rotational list for distributing overtime shall be the offering of available overtime to the most senior employee in a respective division, and thereafter to the next most senior employee, on down the line to the least senior employee. In the event that overtime is refused or rejected by any employee, after all employees have been offered said overtime

Article III continued:

in order of seniority, then the superintendent of said division shall have the right to assign the available overtime to such employee as he may deem necessary and qualified to perform the overtime work. In the event that any given employee rejects the overtime, the offer of overtime work then proceeds through the seniority list, and upon the future requirement for overtime work said offer of overtime begins with the next person available on said rotational list.

F. No employee shall request, nor shall the Township permit an employee to have his work shift or regular work schedule altered for the purpose of avoiding overtime.

G. Where more than one work shift per day within a given classification is in effect, employees with such classifications will be given preference of shift in accordance with their seniority providing the most senior employee is otherwise qualified and experienced to perform the duties which would be required.

H. In the event an employee is recalled to duty on a scheduled compensatory day off, he shall be paid one and one-half times his regular rate of pay for all hours worked in addition to the compensatory day's pay.

I. All employees shall be permitted a fifteen (15) minute break before noon, a thirty (30) minute lunch period and fifteen (15) minutes prior to the end of their shift and lunch period for personal wash up.

J. Employees assigned to the second shift (4:00 p.m. to 12:00 midnight) shall receive premium pay of ten percent (10%) of their regular hourly rate of pay.



Article III (continued)

K. Emergency work week: Should an emergency exist wherein the State or Federal Government reduces gasoline allocations to the Township, then in that case, the Township shall have the right, upon five (5) days notice to its employees and the Union, to implement the four (4) day work week described as follows:

1. Monday through Thursday would be the four days in the work week.
2. The hours would be from 6:30 a.m. to 5:00 p.m.
3. A fifteen minute morning coffee break and forty-five minute lunch would remain the same.
4. A fifteen minute afternoon coffee break would be included to make up the difference for the lost fifteen minute coffee break and forty-five minute lunch that would be lost on the fifth working day.
5. During the period of the four day work week, vacations would only be permitted on the basis of a one week minimum. No single days would be granted.
6. Persons requiring individual days would be granted through personal days taken. The employees will gain two hours on each of the personal days granted during this period of time to eliminate bookkeeping of the two hours involved.
7. Employees out sick would be given the full ten hours as one day, due to bookkeeping, once again not pro-rate the additional two hours.
8. The treatment plant operations in the Water Pollution Control Division would not fall under this schedule and would continue on a five day work week, as the gas which is used with the operation of the treatment plant is minimal.
9. The street line crews in the Water Pollution Control Division would work a four day week and some overtime would be involved on Friday of each week which would be in addition to the overtime the Division now gets involved with.
10. Pumping Station crews would have to work overtime on Friday for four hours as three days without checking the stations is too long a period of time.
11. The dollar savings on this program would not be significant. However, approximately a 20% gasoline savings is projected.

ARTICLE IV

MANAGEMENT RIGHTS

A. The Township 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. To 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;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or other 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 by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

Article IV continued:

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and 40A or any other National, State, County or Local Laws or Ordinances.

ARTICLE V

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Township's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.

B. The Union covenants and agrees that neither the Union nor any group of persons acting in its behalf, will cause, authorize, engage in, sanction, assist or support any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities as set forth in Section B, or support any such action by any other employee or group of employees of the Township and that the Union will direct all such members that participate in such illegal activities to cease and desist from same immediately and to return to work, and take such other reasonable steps as may be necessary under the circumstances to bring about compliance with the Union's order.

Article V continued:

D. In the event of a strike, slowdown, work stoppage, or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Township to take disciplinary action

E. 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 in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE VI  
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 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 any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, and may be raised by an individual, the Council on behalf of an individual or individuals or the Township.

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:

(a) An aggrieved employee or the Council on behalf of an aggrieved employee or employees or the Township shall institute action under the provisions hereof within five (5) days of the occurrence

of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisory Person or Division Designee, for the purpose of resolving the matter informally.

(a) Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

(b) The Supervisory person or Division designee shall render a decision within five (5) days after receipt of the grievance, in writing.

#### Step Two

(a) In the event a satisfactory settlement has not been reached the employee or the Council shall, in writing and signed, file his grievance with the Superintendent within five (5) days following the determination at Step One.

(b) A conference will be held with the Division Head or his designee, within five (5) days following the receipt of the grievance and a decision in writing will be rendered within ten (10) days following the conference.

#### Step Three

(a) In the event the grievance has not been resolved at Step Two, then within ten (10) days following the determination, the matter shall be submitted to the Director of the Department.

(b) The Director, or his designee, shall review the matter and make a determination within twenty (20) days from the receipt of the grievance. Said determination is to be submitted in writing to the aggrieved parties.

Article VI (continued)

Step Four:

(a) In the event the grievance has not been resolved at Step Three, then within ten (10) days following the determination, the matter may be submitted to the Township Manager. Said determination shall be in writing submitted to the aggrieved parties.

(b) The Township Manager, or his designee, shall review the matter and make a determination within twenty (20) days from receipt of the grievance.

Step Five - Binding Arbitration:

(a) In the event the grievance has not been resolved at Step Four, then within ten (10) days following the determination of the Township Manager, the matter may be referred to the American Arbitration Association for the selection of an arbitrator in accordance with the rules and regulations of the Association. 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 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.

NOTE: See Appendix A (memo from Ron Hepkin for Grievance Step Procedures dated 11/17/80)



Article VI continued:

D. Township Grievances

Grievances initiated by the Township shall be filed directly with the Council within five (5) days of the occurrence of the grievance. A meeting shall be held within ten (10) days after filing a grievance between representatives of the Township and the Council 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 American Arbitration Association. 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.

E. Departmental Hearing Procedure

It is the desire and intent of the parties to this Agreement in all cases wherein disciplinary action is to be imposed against an employee, exclusive of an oral or written reprimand, that the employee have an opportunity to have an objective evaluation of the matter which has precipitated or caused the initiation of disciplinary action against him.

In order to accomplish this purpose, and in recognition that disciplinary action should be imposed only for just cause, and with proper documentation, and in a fair uniform and equitable manner, the parties hereto agree as follows:

Article VI (continued)

(a) In all cases of suspension for three days or more, termination of employment, or a demotion as a consequence of discipline, the employee shall be provided written notice of said disciplinary action. Said written notice of such disciplinary action shall be provided the employee by the party initiating or recommending the specific discipline.

(b) Upon receipt of said notice of disciplinary action, the employee shall be entitled to meet with the Supervisory Person of the division, or the Division designee in order to discuss the action taken against the employee, and the employee shall be entitled at such meeting to representation by the Union or Council. Said meeting shall take place within two (2) days after the employee has requested said meeting in writing.

(c) It shall be the responsibility of said Supervisory Person, or Division designee of the division to attempt to resolve the disciplinary matter in the fairest and most equitable fashion.

(d) In the event no resolution is possible at this level, the employee shall be entitled to a conference with the assistant director of the Department of Public Works, or designee to review the nature of the disciplinary action imposed, and discuss the same. The employee shall be entitled at this second level conference to the representation of himself by the Union or Council. Within forty-eight (48) hours after this second level discussion and if the matter has not been resolved, the director of the department or designee will notify the employee with regard to the decision from said conference.

Article VI (continued)

(e) Thereafter, the employee shall have the right to request in writing that the disciplinary matter proceed to a formal hearing. The employee shall have seventy-two (72) hours after the decision of the director or his designee at the second level to request in writing a hearing with the Township Manager or his designee.

(f) The Township Manager, or his designee, shall review the matter and make a determination within twenty (20) days from receipt of the written notice of appeal.

If the employee wishes to appeal the decision of the Township Manager, then within ten (10) days following the determination of the Township Manager, the employee or the Union or Council on his behalf shall file for binding arbitration in accordance with the provisions of this Article and in accordance with the rules and regulations of the American Arbitration Association.

If no appeal is filed with the American Arbitration Association within ten (10) days following the determination of the Township Manager, the decision of the Township Manager shall be deemed final.

(g) It is further agreed that in those cases where the nature of the discipline has precipitated or caused the suspension of an employee, that the imposition of the suspension shall be held in abeyance pending the final administrative decision, a copy of said decision shall be provided the employee and the Director of Public Works.

ARTICLE VII

VACATIONS

A. Each employee shall be entitled to annual vacation leave with pay in accordance with the following schedule:

1. During the first calendar year of employment if appointed after June 30 0 days
2. During the first calendar year of employment if appointed prior to June 30 One (1) scheduled working week
3. From the second through and including the seventh calendar year of employment Two (2) scheduled working weeks
4. From the eighth through and including the fifteenth calendar year of employment Three (3) scheduled working weeks
5. From and after the sixteenth calendar year of employment Four (4) scheduled working weeks

B. Accumulation of annual vacation leave from year to year may be permitted in the discretion of the Department Head with approval of the Township Manager, however, accumulated vacation leave must be utilized in the year succeeding its accumulation.

C. An annual vacation leave scheduled shall be prepared based upon employee requests two (2) weeks in advance of the desired vacation period, in writing. In the event of multiple requests for the same times, seniority shall prevail.

D. All vacation time may be used in consecutive weeks.

ARTICLE VIII

HOLIDAYS - 1980 AND THEREAFTER

A. In lieu of official paid holidays during the calendar year 1980 and thereafter, each employee shall be granted five (5) Personal days off.

B. In addition to the above, each employee shall enjoy nine (9) paid holidays.

C. Employee shall enjoy the Personal days off at their request provided a written request twenty-four (24) hours in advance of the request is made, subject to the manpower needs of the Division. The twenty-four (24) hours written notice may be waived in the discretion of the Division Head in the event of personal emergency. Such emergency leave days may not be unreasonably refused.

D. The nine (9) Paid Holidays specified in Section B above, shall be:

1. New Year's Day
2. Martin Luther King's Birthday
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Christmas Day

Article VIII continued:

E. An employee who has not worked the day before and after the holiday shall not be paid for such holiday unless such employee has been granted an approved personal day or leave, or was out on sick leave. If the employee is out on sick leave, the employer may require a doctor's certificate.

ARTICLE IX

PAY IN HIGHER CATEGORY

A. The Township reserves the right to temporarily assign an employee to a higher pay category.

B. An employee who performs the duties of a higher pay category will be paid at the minimum rate for that higher pay category while performing those duties, provided the employee has performed the duties of that higher pay category in excess of one eight (8) hour day. Higher pay as per this article shall begin with the 2nd day in higher category.

C. The pay category in order of ascending priority shall be:

1. Laborer III
2. Laborer IV
3. Laborer V

D. The following job titles shall be assigned to the pay category shown and the minimum rate for the pay category shall be as shown:

<u>Pay Category</u>	<u>Job Title</u>	<u>Minimum Rate</u>
A. Laborer III	Laborer Automotive Services Division Serviceman H.S.D. Laborer	+\$ .30 hr.
B. Laborer IV	Truck Driver Assistant Plant Operator Shade Tree Maintainer Public Grounds Maintainer Welder, Mechanic H.S.D. Laborer	+\$ .30 hr.
C. Laborer V	Plant Operator H.S.D. Laborer	+\$ .30 hr.

ARTICLE X

SICK LEAVE

A. Paid sick leave shall be earned at the rate of one and one quarter days per month and unused sick leave may be accumulated without limitation. Such sick leave shall be accelerated whereby each employee will be advanced 5 days sick leave on January 1, 1980; 5 days on May 1, 1980; and 5 days on September 1, 1980.

B. Sick leave is defined as a temporary inability to perform one's duties by reason of illness or injury.

C. Employees shall present evidence of illness or injury after three (3) consecutive days leave or at the employer's request and in any case where the employer has reason to believe the employee has misused the benefit.

D. An employee who is injured on the job, and is sent home or to a hospital, or who must obtain medical attention, shall receive full pay at the applicable hourly rate for the balance of his regular shift on that day.

E. In the event of a work-related illness or injury, the employee shall retain his rights pursuant to the workmen's compensation acts.

F. Where an employee has established entitlement to thirty (30) days of sick leave, the employee shall be permitted in any one calendar year to use up to and including, not more than five (5) days of said sick leave because of the illness or sickness of an immediate member of his family. An immediate member of his family is



Article X continued:

mother, mother-in-law, father, father in law, spouse, or child.

In the event that there is some other member of his family who is related to the employee, by blood or marriage, and is not considered within the heretofore defined persons, it shall be at the discretion of the Director of the Public Works to permit the employee to use this sick leave as herein provided. Proof of such member of the family illness may be requested at the discretion of the Director of Public Works.

ARTICLE XI

SALARY SCHEDULE

A. It is understood that all employees covered by this Agreement shall receive a salary increase of 0.43 per hour for the calendar year 1980, over and above their salary as of January 1, 1979. This increase shall be retro-active to January 1, 1980.

B. It is understood that all employees covered by this Agreement shall receive a salary increase of 0.46 per hour for the calendar year 1981, over and above their salary as of January 1, 1980.

C. This increase shall be retroactive to January 1, 1981.

D. The employer agrees to make a contribution to the Union's Health and Welfare Fund equal to \$106 per employee who was employed by the employer as of January 1, 1980, per item 2 of Resolution 79-3-25.

E. Either party to this Agreement shall have the right to open negotiations on wages and fringe benefits, with the exception of longevity, for the calendar year 1982.

F. Notice of intention to open negotiations as provided for in Section E of this Article, shall be accomplished by either party giving notice in writing to the other, no sooner than one hundred Fifty (150) nor later than ninety (90) days prior to January 1 of the calendar year for which negotiations are to be opened.

ARTICLE XII

LONGEVITY

Members in the bargaining unit who have been in the Township's employ for more than five (5) years shall receive FORTY (\$40.00) DOLLARS as longevity benefit. This benefit shall be effective as of January 1, 1980 and shall apply to employees in the Township's employ at the signing of the contract.

Effective January 1, 1981, Longevity payments shall be made as follows: Calculated on their base salary excluding overtime. Such payment shall be made annually on or about the 15th of December in the Calendar year due.

5 - 9 years . . . . .	.1%
10 - 14 years . . . . .	.1½%
15 + years . . . . .	.1½%

These percentages shall remain in force through 1982.

In the event an employee is laid off or terminated by the Township such employee shall be entitled to longevity pay on a pro-rata basis for the period of time they worked during the calendar year. Such payments shall be made on or about the 15th of December in the calendar year due. Employee's who resign shall not be entitled to longevity payments.

ARTICLE XIII

STATE DISABILITY PLAN

The Township covenants and agrees to join the New Jersey State Disability Plan at the end of the year, 1980, to be effective January 1, 1981.

ARTICLE XIV

AGENCY SHOP

It is understood and agreed that upon the signing of this Agreement that provisions 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.34:23A 1, et seq.) shall take effect upon the signing of this Agreement.

Those employees of Cherry Hill Township that are in the bargaining unit on the effective date of this agreement who do not join the union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry 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 (85%) percent 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.

ARTICLE XIV (Contd.)

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. The union shall intervene in, and defend any administration or court litigation concerning this provision. In any such litigation, the employer shall have no obligation to defend this provision but shall cooperate with the union in defending this provision.

ARTICLE XV  
SENIORITY

- A. Seniority is defined as an employee's total length of service with the employer, beginning with his original date of hire.
- B. Interruptions of service with the Township excluding authorized leaves of absence shall not accrue as seniority.
- C. If question arises concerning two or more employees who were hired on the same date, the following shall apply: If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the employer's payroll records, first name, first preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employees last name.
- D. In all cases of promotions, demotions, lay off, recall and vacation schedules, and employee with the greatest amount of seniority shall be given preference provided he has the ability to perform the work involved.

ARTICLE XVI

JURY DUTY

A. Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

B. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury duty or jury service.



ARTICLE XVII  
BEREAVEMENT LEAVE

A. In the event of a death in the family of an employee --- spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, --- the employee shall be granted a leave of absence with full pay of up to five (5) days from the date of death through day of interment.

B. Proof of death may be required in the Township's discretion.

ARTICLE XVIII  
UNION RIGHTS

A. Employees elected to any State or National Union Office shall at the written request of the Union be granted a leave of absence without pay. The leave of absence shall not exceed one (1) year, but it shall be renewed or extended for a similar period at any time upon the request of the Union.

B. Authorized representatives of Council #71, stewards or officers, whose names shall be filed in writing with the Township Manager, or his designee, shall be permitted to visit any Division of Public Works facility for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Department Head, or his designee, on condition that such approval shall not be unreasonably withheld. The Union representative shall not unreasonably interfere with the normal conduct of the work within the facility.

C. The Township agrees to release for one (1) day with pay, three (3) authorized delegates for attendance at the quarterly Council 71 A.F.S.C.M.E. leadership development program.

The Union agrees to provide two (2) weeks prior notice of the meeting.

D. One member of the unit who is designated by the Union and who has been certified to the employer will be granted three (3) days paid leave to attend the Union's national convention once during each year of this Agreement. Such employee shall be allowed up to two (2) days personal or vacation leave, at his discretion, in conjunction with the three paid days.

ARTICLE XVIII

LEAVES OF ABSENCE WITHOUT PAY

A. A leave of absence without pay shall, in the discretion of the Township, be granted for good cause to any employee who has been employed for a period of ninety (90) days after the probationary period.

B. Employees returning from authorized leaves of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits.

C. Any and all requests for leave of absence without pay must be submitted to the Director of the Department of Public Works in writing.

ARTICLE XX  
SAFETY CLAUSE

A. Attached hereto and forming Appendix B, and incorporated by reference herein, is the established Safety Code for the Department of Public Works.

B. The Employer shall maintain reasonably safe conditions of employment pursuant to the requirements of the applicable laws of New Jersey and the United States.

C. At the request of either party the Director of Public Works and/or his designee, and authorized representatives of the Union agree to meet from time to time to discuss the general safety conditions of the Township's facilities, or forthwith to discuss any imminently dangerous conditions.

D. There is herein established a safety committee. The members of said committee shall consist of the Union representatives in the respective divisions (one from each division) within the Department of Public Works. Each of these members so designated shall represent the employees, and the interest of the employees in connection with all matters pertaining to safety. Each of these members shall submit to the assistant director of Public Works those matters which are of immediate concern as to the safety of the conditions of operation and those ongoing programs in which the employees and the Township have a continued interest to provide safe operational methods and procedures and working facilities.

E. In the event that the members of this committee have submitted a potentially dangerous condition or matter for safety consideration to the Director or Safety Officer, it shall be his responsibility to contact the appropriate insurance representatives of the Township and make a determination as to whether or not the conditions meet satisfactory standards for continued operation in light of the existing insurance coverage available to the Township. The decision of the safety underwriter or the designee of the insurance representative for the writing company shall be final with regard to the safety standards as required in such case.

F. In the event that there is some condition of danger, or safety which is not the subject of insurance, it shall be the responsibility of the Safety Officer to discuss the matter with the director or his designee and the appropriate Township officials, and in their discretion seek the opinion of an outside safety expert to evaluate, correct, or make such appropriate recommendations as are deemed necessary in order to make the conditions operable and safe, applicable to the laws of both the State of New Jersey, and the United States.

ARTICLE XXI  
NON-DISCRIMINATION

A. Neither the Employer or the Union will discriminate against any person by reason of race, color, creed or sex or by reason of Union membership or non-membership. :

ARTICLE XXII  
SEPARABILITY AND SAVINGS

A. 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 XXIII  
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. Notwithstanding the provisions of Article XI, Section E, during the term of this Agreement, neither party will be required to negotiate with respect to any matter other than those specifically provided for in Article XI, Section E, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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 XXIIII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1980, and shall be in effect to and including December 31, 1982. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Cherry Hill, New Jersey, on the 18<sup>TH</sup> day of December 1980.

AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO, LOCAL 2268

TOWNSHIP OF CHERRY HILL  
CAMDEN COUNTY, NEW JERSEY

By:

Benjamin Bass  
BENJAMIN BASS, President  
Local 2268

John Hemmy  
JOHN HEMMY  
Council No. 71, AFSCME

Ronald S. Miller  
RONALD S. MILLER  
Township Manager

Ronald Hepkin  
RONALD HEPKIN  
Director of Public Works

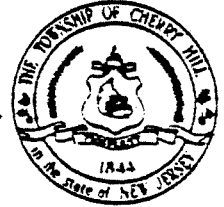
Howard S. Gall  
HOWARD S. GALL  
Mayor

WITNESS:

Jim Fendhouse

Howard S. Gall

## INTER-OFFICE COMMUNICATION



DATE: November 17, 1980 TO: Jim Funkhouser

FROM: Ron Hepkin

NOV 18 1980

RE: GRIEVANCE STEP PROCEDURE PERSONNEL

I have met with Mr. Bass and Mr. Kates concerning the step procedure to be used in the formal grievance procedure. Per our meeting with the AFSCME representatives on Friday, November 7, the procedure as outlined below has been agreed upon by labor and management.

<u>DIVISION</u>	<u>INFORMAL</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Auto Service	Foreman	Foreman	Div. Head	Director	Manager	Arbitration
Highway	Foreman	Supervisor	Div. Head	Director	Manager	Arbitration
Public Grds.	Foreman	Supervisor or Tech III	Div. Head	Director	Manager	Arbitration
W.P.C.D.	Foreman or Tech II	Foreman or Tech II	Supervisor	Director	Manager	Arbitration

Ronald L. Hepkin  
Director of Public Works &  
Supt. Water Pollution Control Div.

RLH:ng

CC: R. Miller, Township Manager

Attest:   
B. Bass

Attest:   
B. Kates