

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWNSHIP OF VOORHEES

AND

VOORHEES TOWNSHIP COMMUNICATIONS OPERATORS

EFFECTIVE JANUARY 1, 2005 TO DECEMBER 31, 2008

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THIS AGREEMENT made and entered into this fifth day of January, 2006 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 I

RECOGNITION

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

ARTICLE II
OVERTIME PAYMENTS

Employees shall be entitled to receive overtime compensation at the rate of one and one-half (1 ½) 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. In addition, all work performed in excess of eight (8) hours of overtime in any continuous shift i.e., beyond sixteen (16) hours will be paid at double time.

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.

The Employer further agrees that all hours of work including travel time to and from a site other than the normal work site will be paid as outlined above.

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

ARTICLE III
HOLIDAYS

Full-time employees shall be entitled to fourteen (14) holidays.

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 holidays not used will be lost. Any employee who terminates his/her employment with the Township or whose employment is terminated by the Township shall be entitled to holidays on a pro-rated monthly basis.

It is understood that holidays are not accrued during periods of unpaid leaves of absence or periods of suspension.

ARTICLE IV

VACATIONS

Each full-time 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

Any employee who terminates his/her employment with the Township or whose employment is terminated by the Township shall be entitled to vacation days on a pro-rated monthly basis.

It is understood that vacation time is not accrued during periods of unpaid leaves of absence or periods of suspension.

ARTICLE V

SICK TIME

Full-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 the 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.

Full-time employees shall, upon retirement, be reimbursed by the Township in a cash payment for sick leave. This reimbursement shall be at the rate of 25% of the employee's highest daily base salary at the time of retirement.

Any employee who terminates his/her employment with the Township or whose employment is terminated by the Township shall be entitled to sick days on a pro-rated monthly basis.

It is understood that sick time is not accrued during periods of unpaid leaves of absence or periods of suspension.

ARTICLE VI

RETIREMENT

Any employee covered by this agreement 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 VII

SALARIES

STEPS

YEAR	TRAINING	I	II	III	IV	V	VI
2005	\$ 14.81	\$ 16.66	\$ 17.49	\$ 18.24	\$ 19.04	\$ 19.83	\$ 20.62
2006	\$ 15.62	\$ 17.54	\$ 18.41	\$ 19.18	\$ 20.01	\$ 20.83	\$ 21.65
2007	\$ 16.17	\$ 18.15	\$ 19.05	\$ 19.85	\$ 20.71	\$ 21.56	\$ 22.41
2008	\$ 16.74	\$ 18.79	\$ 19.72	\$ 20.55	\$ 21.44	\$ 22.32	\$ 23.19

The Township shall have the right to establish pay days provided there will be no less than two (2) pay days per month.

ARTICLE VIII

LONGEVITY

They shall be paid by way of a longevity payment to the full-time employees covered by this contract, the following percentage of the 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 ½% 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 ½% of base salary

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

Longevity payments shall be included in employee's bi-weekly pay. This pay rate will be used for purposes of calculating pension base and overtime.

ARTICLE IX

CLOTHING ALLOWANCE

All new employees covered by the terms of this contract shall receive a full complement of clothing as follows: 3 pants, 3 long sleeve shirts, 3 short sleeve shirts, 1 jacket, 1 pair of shoes, 1 tie, 1 tie clip, 1 badge, 1 name tag, 1 set of collar brass, 1 black belt. Thereafter, the Township will replace clothing as needed. The Township will budget sufficient funds for clothing for the entire period of this contract.

ARTICLE X

CLOTHING MAINTENANCE

All full-time employees covered by the terms of this contract shall receive a Five Hundred Twenty-Five Dollar (\$525.00) annual clothing maintenance, which is added into their base pay in 2006.

ARTICLE XI

COURT TIME PAYMENTS

In the event employees covered by this agreement are subpoenaed to appear in civil or criminal court based upon an investigative report or other information gathered while "on duty", the Township will act as a liaison between the employee and the attorney requesting the appearance. In addition, the employee will be compensated for lost time, at the rate of time and one-half (1 1/2) for all hours spent on duty before and/or after the normal shift were to end.

ARTICLE XII

MEDICAL BENEFITS

All medical benefits presently in force will remain in force during the terms of this contract. Both the Township and the Association recognize the ever-increasing cost of medical benefits. As such, the choice of insurance carrier is not required subject for negotiations as long as the level of benefits remains the same in a newly acquired carrier.

ARTICLE XIII

POLICE MATRON PAY

Employees trained and appointed as Police Matron will receive the following annual pay on a monthly pro-rated basis:

2005	\$300.00
2006	\$300.00
2007	\$300.00
2008	\$300.00

ARTICLE XIV

PERSONNEL FILES

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

ARTICLE XV

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 normal hourly fees charged in this area.
3. The hours spent defending the employee are reasonable in regard to the charges against him/her.
4. Any excess in number 2 and 3 is 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 monetary loss, provided that reimbursement is not contrary to the decision of the court or consent agreement.

ARTICLE XVI

GRIEVANCE PROCEDURE

The term "grievance" as used herein means any dispute arising over the interpretation, application or alleged violation of then current policies, agreements and administrative decisions effecting the terms and conditions of employment and shall be raised by an individual or group of individuals or the Township.

A. The purpose of this procedure is to secure at the lowest possible level, an equitable solution of the problems which may arise affecting the terms and conditions of this Agreement.

B. Nothing herein shall be construed as limiting the right of the employee having a grievance to discuss the matter informally with any appropriate member of the Department Staff.

C. Nothing herein shall be deemed to deny the employee of his/her statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees of their rights to pursue any other statutory or legal remedies in lieu of resorting to the grievance procedure.

D. Steps of the Grievance Procedure:

Step 1:

An aggrieved employee shall institute action under provisions hereon within twenty-one (21) calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the dispute between the aggrieved employee and the immediate supervisor, for the purpose of resolving the matter informally. Failure to act within twenty-one (21) calendar days shall be deemed to constitute an abandonment of the grievance. If a resolution of the grievance has not been reached within two (2) days of informal discussions, the grievance may proceed to Step 2.

Step 2:

a. In the event a satisfactory settlement has not been reached in Step 1, the employee may within seven (7) calendar days of the supervisor's decision, file a written grievance with the Police

Chief. Failure to act within seven (7) calendar days shall be deemed to constitute an abandonment of the grievance.

b. The Police Chief shall review the matter and make a determination within fourteen (14) calendar days from receipt of the grievance.

c. In the event a satisfactory settlement has not been reached on Step 2, the employee may within seven (7) calendar days of the Police Chiefs decision proceed to Step 3 by filing a notice of appeal of that decision with the Township Administrator. Failure to act within seven (7) calendar days shall be deemed to constitute an abandonment of the grievance.

Step 3:

a. The Administrator shall review the matter and make a written determination within fourteen (14) calendar days from receipt of the grievance.

b. In the event a satisfactory settlement has not been reached on Step 3, the employee may within seven (7) calendar days of the Administrator's decision file a notice of appeal of that decision with the Township Committee. Failure to act within seven (7) calendar days shall be deemed to constitute an abandonment of the grievance.

c. The Township Committee shall review the matter and make a written determination within twenty-eight (28) calendar days from receipt of the grievance.

Step 4:

In the event a satisfactory settlement has not been reached in Step 3, the employee may within seven (7) calendar days of the date of the Township Committee's notice of decision, file a written grievance with the Association and request the Association to move the matter to arbitration. The Association, if it determines the grievance is meritorious, shall move the grievance to arbitration through the American Arbitration Association or the Public Employee-Employer Relations Commission. If the grievance proceeds to arbitration The Township and the Association will equally share the costs of the arbitration. The Township and the Association will bear their own costs for arbitration preparation. The Commission upon receipt of the grievance shall bind both parties to its rules and regulations on the selection of an arbitrator to hear this matter.

Step 5:

The selected arbitrator shall convene both the parties in this matter to hear the effected grievance. The arbitrator shall be bound by the terms of the Agreement and to the application of the facts presented to him/her at the grievance hearing. The decision of the arbitrator shall be issued within thirty (30) days of the close of the hearing. The decision of the arbitrator shall be final and binding on both parties.

Step 6:

Miscellaneous

Any extension of the limits or time frames on all grievances must be in writing and agreed to by both parties.

ARTICLE XVII

COMPENSATORY TIME

The Township of Voorhees and the Voorhees Township Communications Operators are in agreement that Communications Operators may accumulate compensatory time not to exceed two hundred (200) hours under the following terms and conditions.

1. During the pay period worked the Communications Operators may choose overtime pay in accordance with Article II of the contract.

2. The Communications Operators may use any amount of accumulated compensatory time upon the approval of the Police Chief or his designee. Compensatory time off shall not be scheduled if it would "unduly disrupt" the department's operation.

3. On September 29 of each calendar year the Township, at its sole discretion, will make a determination to either pay the Communications Operators for the accumulated compensatory time or extend the period for the time to be used.

ARTICLE XVIII

BREAK TIMES

When employees are scheduled to work sixteen (16) consecutive hours, they will be entitled to two (2) twenty (20) minute breaks per sixteen (16) hour shift.

ARTICLE XIX

TRAINING

The Township will budget sufficient funds annually to allow Association members to attend periodic relevant training as solely authorized by the Township Administrator.

ARTICLE XX

DURATION OF CONTRACT

This contract shall be effective retroactively to January 1, 2005 and shall continue in full force until December 31, 2008.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this fifth day of January 2006.

ATTEST:

TOWNSHIP OF VOORHEES

BY: _____
Lawrence Spellman
Township Administrator

VOORHEES TOWNSHIP MUNICIPAL
COMMUNICATIONS OPERATIONS

BY: _____

BY: _____