

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

**PUBLIC WORKS -
BLUE COLLAR**

Effective Dates:

**JANUARY 1, 2023 up
to and including
DECEMBER 31, 2026**

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PREAMBLE

THIS AGREEMENT, entered into this 15th day of May, 2023, by and between the **TOWNSHIP OF CHERRY HILL**, in the County of Camden, State of New Jersey, a Municipal Corporation of the State of New Jersey, and the **TEAMSTERS LOCAL UNION NO 676**, pursuant to the provisions of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et. seq., as amended (The "Act"), represents the complete and final understanding on bargainable issues between the aforementioned parties.

WITNESSETH:

WHEREAS, this Agreement is designed to promote and maintain a harmonious relationship between the Township of Cherry Hill and its employees who are within its provisions in order that a more efficient and progressive public service may be rendered by both; and

WHEREAS, the well-being of employees and efficient administration of the Township are benefited by providing a clear statement of the contractual rights of employees.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1
RECOGNITION

The Township, pursuant to Public Employment Relations Commission, Docket No. RO-86-16, recognizes the Union as the representative for the purposes of collective bargaining negotiations for all blue collar employees employed in the Department of Public Works and the Department of Maintenance.

Excluded from this Agreement are all office personnel and supervisors, employees in other bargaining units and confidential and managerial employees as defined in the Act.

ARTICLE 2
NON-DISCRIMINATION

Neither the Township nor the Union shall, by reason of race, creed, color, age, national origin, ancestry, physical disability, political belief, religion, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), pregnancy (including pregnancy related medical conditions), childbirth, liability for service in the United States armed forces, gender identity or expression and/or any other characteristic protected by law marital status, sex or by reason of Union membership or

non-membership, discriminate against any person who is qualified and available to perform the work to which the employment relates.

ARTICLE 3
MANAGEMENT RIGHTS

The Township, in conformance with law, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- a. The executive management and administrative control of the Township government and its properties, facilities and the activities of its employees;
- b. 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 and to make and modify work rules in connection therewith;
- c. To suspend, demote, discharge or take other disciplinary action for good and just cause.
- d. To declare an inter-department emergency for the health, safety and/or welfare of the residents of Cherry Hill requiring blue collar employees to respond, stand by or layover as the individual emergency requires. This includes, but is not limited to, snow removal, extreme weather conditions, or failure of municipal infrastructure as directed by the Office of Emergency Management. No member of the DPW will be required to perform work in an emergency situation that is not in the normal scope of DPW job descriptions as it relates to manmade disasters. Refusal to participate in work outside the scope of DPW job descriptions and exposure to life threatening health conditions would not be a cause for discipline.
 - (1) Staffing levels shall be secured in the following sequence:
 - (a) Following the pre-determined number of employees required to respond to an inter-department emergency, management shall:
 - i. Solicit volunteers from the division who typically performs said duties (i.e., roadway maintenance — highway, sanitary concern — water pollution, fallen trees — public grounds, vehicle issues — automotive).

- ii. If the pre-determined number of employees is not secured, management will proceed to solicit volunteers from the department master seniority list of employees.
 - iii. If following the exhausting of volunteers from both the division and master seniority list and not fulfilling the required pre-determined number of employees, management shall require the services of employees by reverse seniority. This provision will allow management to secure the necessary personnel to adequately respond to the emergency condition.
- (b) If the inter-department emergency requires the response of the number of employees which meets or exceeds the blue collar workforce (i.e., snow removal), management will be permitted to mandate the response of all employees. In addition, management reserves the right to solicit outside vendors when emergency exceeds the blue collar workforce.

The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the extent such specific and expressed terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States and the Ordinances of the Township of Cherry Hill.

Nothing contained herein shall be construed to deny or restrict the Township in the exercise of its rights, responsibilities and authority under N.J.S.A. 40A:1 et seq. or any other national, state, county or local laws.

ARTICLE 4
UNION RIGHTS

- A. Authorized representatives of the Union, whose names shall be filed in writing with the Township Mayor or designee, shall be permitted to inspect any facility of the Township upon notice to and with the consent of the Township Administration or designee, such consent shall not be unreasonably denied, for the purpose of processing or investigating grievances and ascertaining that the Agreement is being adhered to. The Union representatives shall not unreasonably interfere with the normal conduct of the work within the facility.
- B. The Union shall have the right to send applicants for job openings to the Township Personnel Office, and the Township agrees to give the same consideration to Union-sent applicants as is given to applicants from other sources. This provision shall not be deemed to require the Township to hire Union applicants or to preclude the Township from hiring employees from other

sources. The availability of all openings for permanent positions in this bargaining unit will be posted upon the bulletin board for a period of five (5) days.

- C. The Union shall have the right to designate a Chief Shop Steward and one (1) shop steward for each Public Works division not represented by the Chief Shop Steward and alternates when the designated Shop Stewards are not available.
 - 1. Investigate and present grievances to the Township or the Township's designated representatives in accordance with the provisions of the Collective Bargaining Agreement.
 - 2. The transmission of information regarding Union matters, provided the activity is not performed on Township time, without the Township's prior written consent. Reasonable posting upon the bulletin board of Union-related notices may be performed by the Stewards or alternates during working hours.
 - 3. The Shop Stewards shall have no authority to authorize strike action, slowdowns or work stoppages, or any other action interrupting the Township's business. The Township, in recognizing the limitations upon the authority of Shop Stewards and their alternates, shall have the authority to impose proper discipline. including discharge in the event the Shop Steward or alternate authorizes a strike action, a slowdown or work stoppage in violation of this Agreement.

ARTICLE 5
REPRESENTATION FEE/AGENCY SHOP

- A. It is specifically understood that this Article shall apply only to employees hired after May 4, 1981.
- B. If such an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) which is covered in whole or in part by the Agreement, said employee will be permitted at his or her discretion to pay a representation fee to the Union for that membership year. Said request must be made by the employee in writing. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.
- C. Prior to the beginning of each membership year, the Union will notify the Township in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by participating non-members will be equal to 85% of that amount.

- D. 1. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Township a list of those employees who have not become members of the Union for the then current membership year. The Township will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee which will transmit the amount so deducted to the Union.
2. The Township will deduct the representation fee in equal installments as nearly as possible from the paychecks paid to each employee on the aforesaid list during the remainder of the membership in question. The deductions will begin with the first paycheck paid:
- a. within sixty (60) days¹ after receipt of the aforesaid list by the Township; or
 - b. sixty (60) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Township in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid thirty (30) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
3. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
4. The Union will notify the Township in writing of any changes in the list provided for in Paragraph 1 above, and/or reflected in any deductions made more than sixty (60) days after the Township received said notice.
5. On or about the last day of each month, the Township will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.
6. The Union agrees that it has established and shall maintain at all times a demand and return system as provided by N.J.S.A. 34:13-5 (c) and 5.6, and membership in the Union shall be available to all employees in the Union on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the Township shall immediately cease making said deductions.

¹ Unless otherwise stated, all references to "days" in this Agreement shall mean calendar days, inclusive of weekends and holidays.

7. The Union shall save the Township harmless from any claims raised against it by any employee as a result of the authority fulfilling its obligations under this Article.
8. The Union shall make a copy of its Demand and Return System, together with any revisions thereto, available to the Township prior to the institution of this Article.

ARTICLE 6
SENIORITY

Section A

All employees shall be classified in one of the following categories:

1. Regular - An employee who has successfully completed the probationary period and has gained seniority.
2. Probationary - An employee who has been employed less than the probationary period and has not gained seniority status.
3. Temporary
 - i. An employee hired for the sole purpose of replacing a regular employee who is unable to report to work.
 - ii. An employee hired for a special Township project. Such an employee hired in this situation shall be kept as a temporary employee for a period not to exceed six (6) months, unless said period is extended by the mutual agreement of the parties. Any such employee hired in this situation who gains permanent status shall have his/her time accrued as a temporary employee credited toward his/her probationary period.
 - iii. Any temporary employee referred to in (a) and (b) above shall not accrue seniority nor any medical, health, dental, other insurance or other benefits, and may not be employed as a temporary when regular employees are on layoff. These employees shall be compensated at a rate not to exceed the starting salary of a Laborer 1.
 - iv. Temporary employees may be hired to fill any position provided the Township determines there are no qualified regular employees who could Perform the functions of that position.
4. Seasonal
 - i. An employee hired for work during the period, the day following Memorial Day to October 31st of that year. These employees shall not gain seniority and shall not be employed when regular employees are on layoff. These employees shall not work any overtime. These employees shall be compensated at a rate not to exceed the starting salary of a Laborer 1.

Section B

Seniority is defined to mean the accumulated length of continuous service with the Township, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to layoff, authorized leave of absence or absence for bona fide illness or injury certified by a physician. All seniority shall be lost and employment terminated if any of the following occur:

1. discharge with cause as set forth in Article 9;
2. resignation;
3. failure to return immediately upon expiration of authorized leave;
4. absence for five (5) consecutive working days without leave or notice;
5. engaging in any other employment during a period of leave;
6. employees who have been on lay-off status in excess of one (1) year;
7. failure of laid-off employee to report for work in accordance with Article Eight.

Section C

Seniority rights shall prevail at all times, in cases of demotions, lay-off and recall (so long as the employee retained/recalled is able to do the work) and vacation and personal holiday selection. Seniority shall prevail for promotions as outlined Section D (2).

Section D

1. All job openings or vacancies shall immediately be posted by the Township at all facilities where Public Works and Maintenance employees report for a period of five (5) consecutive calendar days. This requirement shall not apply to Laborer 1 positions.

Any employee wishing to bid for the opening or vacant position shall do so in writing by signing the posting.

2. Except as provided for in Section D (3), all positions, openings or vacancies shall be filled according to the ability and qualifications needed to fill the position, including but not limited to, the employee's most recent performance evaluation, experience level, seniority, disciplinary history and work record. Each employee shall serve an initial training period. Where two employees are of equal ability and qualifications, the employee with the most seniority shall prevail. Prior discipline does not necessarily preclude a promotion. The "training period" shall be determined by mutual agreement between the parties and be made part of the posting notification.

If during the end of the training period, the Township feels that the employee will not qualify, they shall then return the employee to his/her former position without penalty. The employee may grieve this action to the Township only, but shall not include the right to arbitrate and the Township shall be required to substantiate their decisions. Any employee who voluntarily gives up the promotion, transfer or demotion (within the training period) shall be allowed to resume his/her former position without penalty.

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

3. The Township shall establish an employee education and training program for positions within the bargaining unit. Employees shall be notified of the availability of such training by a posting for fourteen (14) calendar days. Employees desiring to participate shall indicate by signing the posting. Any employee successfully completing the training shall be given preference (in seniority order, if more than one) over employees who have no training or prior experience for a new or vacant position. "Trained" employees shall be awarded the position without a qualification period. The Township shall provide paid instructors and all necessary equipment and materials. "Training" under this provision shall be during non-working hours and without pay.

Section E

1. Employees who are laid-off shall be recalled in order of seniority. It is agreed between the parties that the seniority provisions herein regarding the rehiring of employees apply only to employees who have been laid-off. Those employees who voluntarily leave Township employment are not entitled to previous seniority benefits if and when rehired.
2. The designated Shop Stewards shall have the top seniority within their division for purposes of lay-off and recall only. If the Shop Steward resigns or fails to hold his position, his seniority position will revert immediately to the seniority date which he would have had if he had not held the position of Shop Steward. Any change in the identity of designated Shop Stewards shall be reported in writing by the Union to the Township within five (5) days of such change. Seniority shall also be lost if employee leaves the bargaining unit for any reason but maintains employment with the Township. However, in such an instance, if said employee returns to the bargaining unit, he shall regain his previously acquired seniority rights, provided said employee returns to the bargaining unit within thirty (30) working days from the date of leaving the bargaining unit.

Section F

All overtime opportunities will be maintained on a rotating basis.

Where overtime opportunity is available at Town Hall, at least one (1) Town Hall Maintenance employee shall be assigned the overtime unless no Town Hall Maintenance employee is qualified or available to perform the work.

1. Each Public Works Division (mechanics, highway, sewer, public grounds) shall maintain a separate divisional list. In addition, a master Public Works seniority list will be maintained.
2. All overtime opportunities will be maintained in accordance with the divisional list or with Public Works seniority work list as applicable on a rotating basis, provided that an employee has:
 - a. ability to do the work;
 - b. employees performing a job assignment where overtime may be required shall be given first opportunity to continue on that job assignment for that day for overtime opportunity.
3. An overtime opportunity, which can be specified to a division, first will be offered on a rotating basis to the permanent employees of that division. If the overtime needs exceed the permanent divisional employees available, then the overtime shall be offered to those on the master seniority list, if they have the ability to do the work.
4. In situations where there are a large number of employees from all divisions assigned to the same task (leaf season, snow/ice removal), overtime shall be assigned based on seniority within the division that routinely performs the work. Overtime shall then be offered to those on the master seniority list.
5. Management reserves the right to assign overtime in emergency situations to any employee based on qualifications, regardless of division or seniority.
6. It has been established that employees placed on the divisional seniority list or the master seniority list that respond negatively on four (4) consecutive call-ups, shall be removed from the list for a one (1) year period. A negative response shall include but not be limited to:
 - a. An employee refusing an overtime opportunity when offered; or
 - b. An employee not returning a call for overtime within thirty (30) minutes of the call being placed (an employee that fails to answer or immediately return a call may be passed over for overtime opportunity); orAn employee requesting, in writing, that they be removed from the divisional and/or master Public Works overtime list.

ARTICLE 7
SENIORITY RANK AND POSTING

Once each year, during the month of January, the Township shall compile and submit to the Union, in writing, and then post in a conspicuous place or places, a seniority list or lists from regular payroll records. Any employees hired after said posting shall have their names added to this list in order of date of hiring and the Union shall be notified of such addition. Any controversy over the seniority standing of any employee on the seniority list or lists shall be submitted as a grievance within ten (10) days after posting, after which the list shall become binding. After an employee has been employed by the Township for twelve (12) calendar months, said employee shall gain seniority status, and his seniority date on the seniority list shall revert to the first day of his employment. In the event that multiple employees are hired on the same date, employees shall be added in alphabetical order by last name for seniority purposes.

ARTICLE 8
NOTIFICATION OF RECALL AND LAY-OFF

- A. The Township, when recalling laid-off employees during their first year following lay-off, shall recall on the basis of reverse seniority (i.e., last laid-off, first recalled), and shall send a registered letter to the employee's last known address (as indicated on the employee's personnel records), and the employee shall have three (3) days to respond to such recall notice. If the employee fails to report to work within a seven (7) day period, he may be terminated. If he then is rehired, he shall be considered a new employee without his former seniority. After one (1) year on layoff, a laid-off employee's recall rights expire.
- B. Should it become necessary to lay-off employees, the Township shall resort to strict seniority, which means the last employee hired shall be the first employee laid off, so long as the employee retained is able to do the work.
- C. The Township agrees that it will notify all employees affected by a lay-off at least one (1) week in advance of such lay-off or pay the employee one (1) week's pay in lieu of such notice.
- D. The Township agrees to give at least one (1) week's notice, in writing, whenever making lay-offs to the Union, Shop Steward and the affected employee(s).

ARTICLE 9
DISCIPLINE AND DISCHARGE

The parties hereto agree that causes for immediate dismissal without first informing the business agent of the Union shall be as follows:

1. Calling or participating in any strike, work stoppage, slowdown, sick-out, walk-out or like action;
2. Drunkenness established during working hours, or being under the influence of alcohol during working hours. If an employee refuses to take a properly administered breathalyzer examination, he shall be subject to an immediate suspension of no more than 24 hours. No personnel shall consume alcoholic beverages during the entire work day, including lunch;
3. Theft;
4. Assault on Township employees, Township representatives or assault upon any person during working hours;
5. Carrying unauthorized passengers in Township vehicles or unauthorized use of Township property or equipment, or release or compromise of legally defined confidential information;
6. Possession and/or use of a drug or substance in violation as defined in N.J.S.A. 24:21-1, et. seq.;
7. Conviction of Federal and/or indictable State criminal offenses;
8. Serious neglect of duty;
9. Gross insubordination defined as refusal to immediately obey a direct work order from a Superior.

The Township shall make any of the above charges against any employee within ten (10) days after discovery of the misconduct.

In all areas of disciplinary procedures, the grievance procedures enumerated and contained in this Agreement shall be applicable.

Warning notices and suspensions shall not remain in effect and shall be removed from the employee's file upon the expiration of three (3) years following the date of such notice.

ARTICLE 10 **REPORTING ACCIDENTS**

Any employee involved in an accident shall immediately report, in writing, said accident and any physical injuries or property damage sustained. The employee, before going off duty and before starting his next shift, shall make out an accident report, in writing, on Township time, on forms furnished by the Township, and shall turn in all available names and addresses of witnesses to the accident. Any employee

witnessing an accident involving Township employees or Township property shall immediately report, in writing, said accident to the appropriate Township personnel.

Any employee involved in an accident may be required to submit to alcohol, drug and/or controlled substance testing by the Director or any Supervisor without further showing or reasonable suspicion by the Director or Supervisor. Refusal to submit to testing when directed shall constitute gross insubordination and may result in immediate termination under Article 9 of this Agreement.

ARTICLE 11 **RULES, REGULATIONS AND SAFETY CODES**

The Township may establish such reasonable Rules, Regulations and Safety Codes as it deems necessary to the ongoing operation of Township functions.

The Union and Township agree that the employees covered by this Agreement shall, when practical, receive fifteen (15) days advance notice of the contents and effective date of the Township's Rules, Regulations and Safety Codes and amendments and revisions thereto, and that said employees and their supervisors shall abide by the provisions thereof.

Safety Committee

A Safety Committee, comprised of one representative of the employer from each division and one employee representative designated by the Union from each division, shall meet once a month to discuss and make recommendations to the Township on matters relating to job safety.

Reports of Defective Equipment

An employee shall promptly report all defects in equipment. The report shall be in writing, on a form supplied by the employer and a copy shall be retained by the employee. The Township shall supply protective clothing and protective equipment necessary to perform any job task. Where an employee has reported, in writing, that equipment is unsafe to operate and has received no consideration from the Township, he shall report it to the Union, which in turn shall discuss the matter with the Township. If a driver reports for work and his assigned equipment for that day is not ready or is mechanically unsafe, his time shall begin and continue for eight (8) hours at the appropriate hourly rate of pay for that day at his regular classification of work. The Township shall install heaters, defrosters and all safety equipment required by law on all equipment and shall maintain same in proper working condition. No employee shall be required to pay for loss or damage, unless it shall be proven that "willful intent" or negligence on the part of the employee to cause such loss or damage was the motivating factor.

No deduction shall be made from an employee's pay for any loss or damage to equipment, and no penalty shall be imposed upon the employee until the matter is first discussed by the Union and the Township.

Safety Violations

A driver-employee shall be paid for all delay time resulting from an overload or certificate violation under applicable Federal, State or municipal laws which occur through no fault of the driver. In addition, the Township shall pay all costs and damages assessed against the employee as a result of such overload or certificate violation.

ARTICLE 12 **PROBATIONARY PERIOD**

Each new regular employee hired by the Township shall be subject to a probationary period of employment, during which time said employee may be discharged with or without cause. The length of this probationary period shall be six (6) months from the date of employment. Prior to the expiration of the six month probationary period, the Township may extend the probationary period, with the consent of the employee for up to an additional ninety (90) days.

Commencing on the sixty-first (61st) calendar day following employment with the Township, the employee shall be entitled to all provisions of this Agreement, except that probationary employees may be terminated at any time at the sole discretion of the Township, and they shall not be entitled to utilize the provisions of Article 15 hereof.

ARTICLE 13 **CONDITIONS OF WORK SAFETY**

- A. It is understood by the parties that the performing of the various job functions covered by this Agreement may involve a certain degree of inherent danger and risk. It is the Township's intent to provide safe working conditions and equipment for the protection of its employees. However, in the event that a person covered under this Agreement feels that there is an imminent danger in operating a piece of Township equipment or completing an assigned task, such employee may cease operating such equipment or completion of such assigned task, and will immediately report such action to his immediate supervisor or appropriate Division Head, who shall make the final determination, which shall not be in violation of any Federal, State or municipal law as to continued operation of the equipment and completion of the assigned task.

A person shall not be subject to discipline for taking such action, unless they refuse to continue operation of equipment or completion of assigned tasks after having been told to do so by the appropriate management personnel.

It is not the intent of members of the Union to use this clause for purposes of slowdown, work stoppage or other such job action.

Employees must account for and maintain any Township tools and equipment which are specifically assigned to them.

- C. All Public Works vehicles used for snow removal operations will be equipped, whenever possible, with two-way radios. Drivers will be responsible for reporting deficiencies.
- D. All new Public Works heavy equipment will be equipped with "backing warnings."

ARTICLE 14
LIE DETECTOR TEST

The Township shall not, as a condition of employment or continued employment, require that an employee take a polygraph or any other form of lie detector test.

ARTICLE 15
GRIEVANCE PROCEDURE

A. Definition

- 1. The term "grievance" as used herein is defined as any controversy arising over the interpretation, application or alleged violation of the terms and conditions of employment or the terms of this Agreement.
- 2. The term "days" as used herein is defined as business days that all municipal employees are regularly scheduled to report to work.

B. Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any grievances which may arise during the term of this Agreement.
- 2. When any grievance arises, an earnest effort will be made to settle it in accordance with the procedure set forth below.
- 3. Nothing contained herein shall be construed as limiting the right of an aggrieved employee, the Township or its designee to discuss a grievance informally with his Shop Steward, an appropriate supervisory member of his or her department and having the grievance adjusted prior to submission of a written grievance in Step I. The Shop Steward shall be present at all discussions of a grievance.

4. In the event that disciplinary action is initiated at a higher authority than the grievant's immediate supervisor, the first step of the grievance procedure shall be at the level of the initiating authority and shall thereafter proceed to the next highest step.

C. Conditions

1. The Shop Steward shall be present at all steps of the grievance procedure.
2. The required days for response mentioned in this section can be waived in a specific instance by mutual agreement of the Township and Shop Steward.

D. Steps of the Grievance Procedure

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

1. Step One

- a. An aggrieved employee shall, along with the Shop Steward, submit, in writing, a grievance to his immediate superior within five (5) days, except said time limit shall be sixty (60) days in the case of violation of wage provisions of this Agreement.
- b. An employee's failure to act within five (5) working days after the occurrence of the event giving rise to the grievance shall be deemed to constitute an abandonment of the grievance.
- c. In the event a grievance is not satisfactorily resolved or failure by an employee's immediate supervisor to respond to a grievance within five (5) working days of receipt of said grievance by the supervisor, shall permit the aggrieved employee to automatically move to the next step of the grievance procedure.

3. Step Two

- a. In the event the grievance has not been resolved at Step One, the aggrieved may, within five (5) working days after the Step One decision is rendered, submit the grievance to the Director of the Department of Public Works.

- b. The request for a second step meeting shall be signed by the aggrieved employee and shall include a copy of the decision rendered by the Division Head.
- c. The Director of the Department of Public Works, or his designee, as the case may be, shall schedule a meeting with the Business Agent, the aggrieved employee and the Shop Steward and Chief Steward within ten (10) days following the receipt of the grievance and shall render a written decision with respect thereto within ten (10) days after the meeting. At such meeting, the aggrieved employee shall be accompanied by his Union representative.

4. Step Three

- a. In the event that the grievance is not resolved at Step Two, the aggrieved may, within five (5) days after the Step Two decision is rendered, submit the grievance to the Township Administrator or Mayor's designee.
- b. A meeting shall be scheduled within twenty (20) days after the Township Administrator or Mayor's designee has received the grievance. At such meeting, the aggrieved shall be accompanied by the Union Business Agent, the Chief Steward and his Shop Steward.
- c. The Township Administrator or Mayor's Designee shall review the matter and issue a written determination within ten (10) days from the date of the meeting.

5. Step Four

- a. In the event the grievance has not been resolved at the previous step, then within five (5) days following the determination of the Administrator, the matter may be referred to the Public Employment Relations Commission (PERC) for the selection of an arbitrator in accordance with the rules and regulations of the Commission. 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.
- c. Township Grievances. Grievance initiated by the Township shall be filed directly with the Union within five (5) days of the occurrence of the grievance. A meeting shall be held within five (5) days after filing a grievance between representatives of the Township and the Union in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for binding arbitration in accordance with the provisions of this Article and in accordance with the rules and regulations of the Public Employment Relations Commission. The decision of the arbitrator shall be binding upon the parties. The fees and expenses of the arbitrator shall be equally borne by the parties. All other expenses including, but not limited to, the presentation of witnesses, shall be borne by the party incurring same.

ARTICLE 16
SALARY SCHEDULE

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

<u>Jan. 1, 2023*</u>	<u>Jan. 1, 2024</u>	<u>Jan. 1, 2025</u>	<u>Jan. 1, 2026</u>
2.75%	2.75%	2.75%	2.75%

*Salary increases shall be retroactive to January 1, 2023.

2. The wage schedule attached hereto as Schedule A applies to all existing employees. Said schedule is inclusive of all yearly cost of living adjustments.
3. Direct Deposit. The Township has adopted an Ordinance to have an employee's net pay directly deposited pursuant to N.J.S.A. 52:14-15a. The Township shall continue to provide each employee, electronically Through ADP IPay all information regarding net pay and withholdings Deducted from the employee's pay check.
4. Pay period may be once every two (2) weeks, on Friday, at the Township's discretion. The Employer shall have the right, upon thirty (30) Days' notice to the Union, to implement a payroll system issuing Twenty-four (24) paychecks per calendar year.
5. Cost for employees' fingerprinting, if required by law for Hazardous Materials handling, shall be borne by the Township.
6. Employees holding Class 3 or Class 4 Water Treatment and/or Water Distribution Licenses shall receive the following annual stipends:

Class 3 -\$1000

Class 4 -\$2000

The stipends shall not be added to base salary and are prorated for anyone attaining a new license after January 1st of each year.
7. Upon ratification of the contract, current employees shall receive a one-time \$600 ratification stipend.

ARTICLE 17
WORK SCHEDULES

- A. The regular starting or quitting time of work will not be changed with less than three (3) days notice to the affected employees.
- B. The regular scheduled work week for bargaining unit employees shall consist of five (5) consecutive days, Monday through Friday, eight (8) consecutive hours per day, forty (40) hours per week, exclusive of the meal period. Employees reporting to work as scheduled shall receive eight (8) hours work or pay.
- C. All employees shall be entitled to a forty-five (45) minute lunch period. The first fifteen (15) minutes shall be paid, and the ensuing thirty (30) minutes unpaid. The employee's lunch period shall commence and end at the place of the employee's work assignment. On days when the employees work day schedule is from 7 am to 3:30 pm employees shall not leave the work site for lunch until 11:45 am and

must return to the work site at 12:30 pm. On days when the employees work day schedule is from 6:30 am to 3 pm employees shall not leave the work site for lunch until 11:15 am and must return to the work site at 12:00 am.

- D. Bargaining unit employees shall receive a break period of fifteen (15) minutes in the first half of the employee's shift.
- E. Any bargaining unit personnel required to be on duty in excess of twelve (12) hours in any one day shall be afforded a paid thirty (30) minute break period.
- F. Contract may be reopened upon agreement of the parties for the purpose of re-negotiating the regular scheduled work week as indicated in Section B in cases of Federal or State declared emergencies which may mandate a different schedule of operation.
- G. All employees shall be permitted, prior to the end of their shift, fifteen (15) minutes time for their personal wash-up.
- H. If the Department Director or his designee requests that an employee work through his lunch, the employee shall be entitled to either (1) payment for the time at the rate of time and one half; or (2) a lunch at a later time; or (3) clocking out early for the equivalent time spent working. The Department Director or his designee shall determine which option(s) are available depending on the work requirements of the Department.

ARTICLE 18
OVERTIME

- A. For all bargaining unit personnel overtime is defined as any time on duty beyond eight (8) hours per day when the employee will work more than forty (40) hours in a week and it is granted only when the employee is authorized to be on duty by a supervisor.
- B. One and one half (1/2) the employee's regular base rate of pay shall be paid for all time under the following conditions:
 - 1. all time paid in excess of eight (8) hours in any day, as set forth in paragraph A;
 - 2. all time paid in excess of forty (40) hours in one (1) week, except that hours for which one and one-half (1^{1/2}) times the employee's base rate of pay is paid shall not be included in the forty (40) hour base;
 - 3. during situations requiring continuous hours worked in excess of eight (8) hours, such as snow removal, etc.
- C. Overtime shall be paid in the week following the actual earning of such overtime.
- D. Employees shall receive time and one half (1^{1/2}) times the employee's regular base rate of pay or the classification rate, whichever is higher, for all hours worked on a holiday, in addition to the holiday pay of eight (8) hours at straight time rate.
- E. Bargaining unit personnel who perform work in a higher pay classification than their own on any day shall be temporarily assigned and paid for such work at the rate of the higher pay classification. An employee shall be paid at his own rate when performing work in a lower pay classification.
- F. Any employee training in a higher classification shall not be entitled to any additional compensation during the training period for the higher classification work.
- G. When work demands created by an emergency and/or any condition that requires the work to be completed within a limited time frame, employees will be expected to work in excess of the normal scheduled workday or work week. (In particular--leaf season and snow season--employees will be affected.)

ARTICLE 19
STAND-BY/ON-CALL PAY

In addition to the normal week, when an employee is scheduled on a weekly basis to respond to public complaints as the on-call employee, it will be considered as a shift change and a twenty percent (20%) pay differential will be paid to the employee for all hours worked during the work week.

On-call employee will be entitled to on-call remuneration for calls received when employee is not on the job. Employee is not entitled to on-call remuneration if the call for service is received while the employee is on the job. Standard and overtime rates will apply for on-call work performed beyond the employee's shift.

Employees will receive a minimum of two (2) hours pay when called to work while off regular duty. In the event that the call exceeds two (2) hours, the employee shall be paid for the actual time worked. However, Employees will receive three (3) hours minimum pay for call(s) received between the hours of 12 am and 5:00 am.

Employees who regularly work a day shift but who are asked to work an evening or night shift to cover shifts for absent co-employees, shall receive a twenty percent (20%) increase in pay rate for the time worked on that shift.

On-call opportunities shall be scheduled by seniority on a rotating basis among qualified employees.

ARTICLE 20
PAID REST PERIOD DURING DECLARED

EMERGENCY OR SNOW DAYS

Section A

In the event that an employee is required to remain at work following the end of his regular shift as a result of a declared emergency or snow day, he shall be entitled to a paid fifteen (15) minute rest period prior to starting such emergency or snow removal service. Employees shall be entitled to a one half (1/2) hour paid rest period upon the completion of each four (4) hours of emergency or snow removal work.

Section B

Any employee called in and reporting for work in a declared snow and/or ice emergency within one (1) hour prior to the time to report, shall receive one (1) hour pay for travel time in addition to any other earnings for that day. The Public Works Director or his designee may declare the emergency.

An employee who fails to report within the one (1) hour of being notified of a snow emergency shall not be compensated for the travel time referenced above, unless the employee's residence is greater than **thirty (30)** miles from DPW, in which case the employee shall be compensated for travel time as noted above if the employee reports to work within one and one half (1.5) hours of being notified to report.

ARTICLE 21
HOLIDAYS

A. Each employee not otherwise listed herein shall be granted six (6) personal days off per calendar year. The following employees shall be granted seven (7) personal days off per calendar year: and Gregory Marcina. Personal days shall not accumulate from year to year, except that employees shall have the opportunity to utilize unused personal days from January 1st until May 30th following the calendar year. After May 30th, unused days from the previous year shall be deemed forfeited.

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

- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

C. Employees shall enjoy the personal days off at their request provided a written request is made no later than twenty-four (24) hours prior to the date the employee seeks to enjoy his personal day, subject to the manpower need of the Division. The twenty-four (24) hour written notice may be waived at the discretion of the Division Head in the event of personal emergency. Such

emergency leave days may not be unreasonably refused. Under no circumstances may an employee receive more than three (3) such waivers of the twenty-four (24) hour written notice in any calendar year.

- D. 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, in accordance with Article 21, Section c. or Article 22 Section c., as applicable, personal day or leave. If the employee is out on sick leave the day prior or after a holiday, the employee will only be paid for the holiday if they provide a note from a doctor.

ARTICLE 22
VACATIONS

- A. On January 1 of each calendar year, each employee is credited with his or her allotment of annual vacation leave with pay for that calendar year, as shown in the following schedule, and may use that vacation leave at any time in consultation with management as described in this article. However, employees earn annual vacation leave with pay at a rate of 1/12 of his or her annual allotment per month so that if the employee's employment is ended before the amount taken is earned, the employee must repay the Township the unearned but taken amount.

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 June 30; | One (1) Scheduled Working Week |
| 3. | From the second calendar year through and including the seventh calendar year of employment; | Two (2) Scheduled Working Weeks |
| 4. | From the eighth calendar year through and including the fifteenth calendar year of employment; | Three (3) Scheduled Working Weeks |
| 5. | From the sixteenth calendar year on | Four (4) Scheduled Working Weeks |

- B. Accumulation of annual vacation leave from year to year may be permitted, however, accumulated vacation leave must be utilized prior to June 1 in the year succeeding its accumulation.

- C. An annual vacation leave schedule shall be prepared based upon employee requests two (2) weeks in advance of the desired vacation period, in writing. Individual days may be requested one (1) week in advance.

In the event of multiple requests for the same time, seniority shall prevail.

- D. All vacation time may be used in consecutive weeks. A maximum of two (2) consecutive weeks will be allowed at any one time unless approved by the Director.
- E. All vacation pay shall be due and payable on the payday immediately prior to inception of vacation. This clause is conditioned upon employee giving proper notice of intention to take vacation.
- F. The amount of the vacation pay shall be calculated on the basis of the employee's weekly gross pay for a forty (40) hour work week.
- G. Employees must take Vacation time in two (2) hour increments.

ARTICLE 23 **LEAVES**

Section 1 -- Sick Leave

- A. Paid sick leave is an employee benefit provided to all regular, full-time employees who are unable to perform their duties due to one of the following reasons: a) the employee's own injury or illness, b) the employee is receiving professional medical care, c) the employee has a medical or dental appointment, or d) to care for the employee's ill spouse/domestic partner (as defined in the Domestic Partnership Act), child or parent. Sick leave can be taken in hourly increments.
- B. On January 1 of each calendar year, each employee is credited with his or her allotment of sick leave with pay for that calendar year, and may use that sick leave at any time in consultation with management as described in this article. However, employees earn sick leave with pay at a rate of one (1) sick day per month so that if the employee's employment is ended before the amount taken is earned, the employee must repay the Township the unearned but taken amount. There shall be no limit on the number of days which the employee may accrue.

After an Employee's third day of absence under this section, they must provide the Township with a letter from a Doctor indicating that the employee is unable to work, and an anticipated duration of the underlying reason for leave. If an employee fails to provide such a note during the term of his absence from work, the fourth and any subsequent days may be deemed unexcused absences. The employee will not be permitted to return to work after being out on sick leave for a personal injury, illness or disease without providing the Township with a treating physician's authorization to return to work. The Township may request a

physician's note indicating the employee's inability to work and anticipated return to duties, or a treating physician's authorization for the employee to return to work.

If an employee has five (5) or less sick days remaining in his or her leave bank during any calendar year, with the exception of the first year of employment, the employee shall be required to provide a doctor's note for each subsequent sick day for the remainder of the year. If a doctor's note is not provided, any non-FMLA sick days will be considered unexcused and the employee may be subject to discipline.

- D. In the event of a work-related illness or injury, the employee shall retain his rights pursuant to the Worker's Compensation Act.
- E. Emergency Sick Leave in Family Where an employee has established entitlement to twelve (12) 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 someone who resides in the employee's household, and is either his mother, mother-in-law, father, father-in-law, spouse or child who lives with him.

In the event that there is some other member of his household who is related to the employee, by blood or marriage, and 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.

- F. 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 for the balance of his shift that day without charge against his sick leave.
- G. An employee may utilize his sick leave to supplement any disability or Worker's Compensation payments which he may receive. The employee shall only be charged for the actual amount of sick time used as a supplement to maintain regular full salary.
- H. Vacation, sick time, holidays and/or personal days will not accrue during periods of work or non-work related disabilities that exceed sixty (60) consecutive calendar days once on unpaid leave status. (Time spent on long-term disability is considered "unpaid leave status." Time spent on Workers Compensation is considered "paid leave status").

Section 2 -- Medical Leave

A. Employees may be eligible for an unpaid family and medical leave under the federal Family and Medical Leave Act ("FMLA") as set forth in N.J.S.A. 34:11B-1 ("Act"). Employees may also be eligible for family and/or medical leave pursuant to the New Jersey Family Leave Act ("FLA"). In order to be eligible for such leave, employees must have one year of service with the Township and, at least 1,000 hours of work (for NJ leave) and 1,250 (for Federal leave) during the previous twelve (12) months. Eligible employees may receive up to twelve (12) weeks of leave per year (FMLA) or twelve (12) weeks every twenty-four (24) months under (FLA).

B. Employees taking FMLA leaves and NJFLA leaves will be required to use accrued sick leave, vacation and other paid time off concurrent with the approved leave.

C. Nothing in this Article shall be construed as applying, directly or indirectly, to any employee not covered by this contract and same shall not be construed as a waiver of any statutory rights, exceptions or defenses available to the employer.

D. It is the employee's obligation to notify the Township of a qualifying medical condition and request the benefits and/or protections under the FMLA and/or FLA. Where an employee is absent from work, and the Township has reason to believe they may be eligible for FMLA and/or FLA benefits or protections, the Township shall provide notice of potential eligibility to the employee and request that they either invoke or deny coverage. Where an employee fails to respond, the Township may invoke the applicability of FMLA and/or FLA based on the information available to the Township.

Section 3 — NJ Safe Act

A. The NJ SAFE Act will take effect November 1, 2013, and will provide a job protected leave of absence to employees who are victims of domestic violence or sexual assault, or who are related to such victims.

B. Eligible employees are entitled to 20 days of job protected leave related to domestic violent or sexual assault. An eligible employee must have been employed for at least 12 months and works at least 1,000 hours during that time. The Township will follow the provisions of this Act in accordance with the requirements outlined, at the time the NJ SAFE Act goes into effect.

ARTICLE 24
PERSONAL LEAVE OR ABSENCE WITHOUT PAY

Upon the written request of an employee, leaves of absence without pay and without accrual of payment of fringe benefits shall, at the Township's discretion, be granted to an employee who has established valid justification for such leave. The Township will endeavor to grant such leave of absence in a consistent manner. Leaves of absence shall be for a maximum period of fifteen (15) days but may be extended for like periods.

Employees returning from such leaves of absence will be restored to their classification held prior to their leave and at such pay rate as if there was no absence. The employee shall suffer no loss of seniority or other employee rights or benefits as a result of such leave.

ARTICLE 25
AUTHORIZED LEAVE FOR UNION BUSINESS

One member of the unit who is designated by the Union and who has been certified to the employer will be granted five (5) days unpaid leave to attend the Union's convention once during each five (5) year period.

ARTICLE 26
FUNERAL LEAVE - DEATH IN THE IMMEDIATE FAMILY

- A. When a death occurs in the immediate family of a full-time employee, such employee shall receive five (5) scheduled working days off, without loss of pay, one of which must be the day of the funeral and the remainder to be used within one (1) week of the day of the funeral.
- (i) An employee's "immediate family" shall include parents, parents-in-law, spouse, children, brothers or sisters, grandparents, brothers or sisters-in-law, stepparents, stepchildren, foster children and grandchildren. Proof of death and relationship may be requested by the Township.
- B. When a death occurs to a family member not listed in A (i) above who is killed in the line of active military duty, a full-time employee shall, at the discretion of the department head, be granted a paid Leave of Absence of up to two (2) days to attend the funeral.

ARTICLE 27
MILITARY SERVICE

The Cherry Hill Township Personnel Policies and Procedure Manual and Employee Handbook sets forth the Township policy and procedure regarding Military Leave. The parties agree that the Military Leave policies set forth in the Personnel

Policies and Procedure Manual and Employee Handbook shall be followed, as long as the policies' terms and their application do not conflict with employee rights and protections under this Agreement.

ARTICLE 28
JURY DUTY

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 his daily job rate up to a maximum of eight (8) hours per day to a maximum of two (2) working weeks, 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 or the employee's regular day off.

ARTICLE 29
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 it has been submitted to and approved by the Township. Such approval shall not be unreasonably withheld.

ARTICLE 30
SANITARY CONDITIONS

The Township shall maintain in good repair sanitary conditions for its employees, such as toilets and hot and cold running water. Said facilities shall be available to both male and female employees.

ARTICLE 31
WORK PERFORMED BY COVERED EMPLOYEES

The Township agrees that work covered under this Agreement shall be performed solely by those employees covered under this Agreement. It is recognized by the Union that there are occasions wherein it may be essential to the on-going operation of the Township functions that certain work be performed by persons other than those covered by this Agreement. It is not the intention of the Township to eliminate jobs performed by covered employees or to deprive any employee of any work opportunity by means of sub-contracting job functions to independent contractors or to non-bargaining unit employees.

However, certain job functions could be sub-contracted or assigned to foremen-bargaining unit employees in reasonable situations which would not eliminate jobs performed by or work opportunities for covered employees.

However, management supervisors can perform emergency calls if no other persons are available to perform the necessary work.

ARTICLE 32
LONGEVITY

- A. Section Deleted. Longevity has been eliminated from this contract.

ARTICLE 33
SEVERABILITY OF AGREEMENT

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 34
FULLY-BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the parties thereto.

ARTICLE 35
MEDICAL BENEFITS

The Township shall continue to make available to employees and their families medical, prescription, and dental insurance as provided in this Article. The cost of these benefits shall be shared by the Township and Employee in accordance with P.L. 2011 c. 78, as amended, and as further set forth below. Pursuant to N.J.S.A. 40A:10-21.2 in any successor Agreement, the contribution to health care benefits shall be negotiated as if the full premium share was included in this Agreement. Both parties agree to open the CBA to further negotiations as it relates to Chapter 78 premium share costs, and this issue alone, if there is a change in the law regarding Chapter 78 deductions or the 2.0% budget cap. By opening the CBA for negotiating this issue, and this issue alone, the discussions would not be subject to impasse proceedings until the expiration of the CBA. The parties must reach mutual agreement for any change in health care deductions under this Agreement.

A. Medical Benefits: The Township shall make available three (3) medical benefits plans for employees to choose from, a Bronze, Silver and Gold plan. Employees will have the opportunity to select the plan that best meets their individual needs.

a. The Silver Plan offered by the Township shall be the base plan for all covered Employees with the Employees' premium costs limited to the premium share in accordance with P.L. 2011 c. 78, as amended. Employees that select the Gold, or any other plan then offered with a higher premium, shall pay the entire difference between the premium cost of the Silver Plan and the premium cost of the plan selected. All premium costs that are the responsibility of the Employee shall be deducted through payroll.

b. The Township may not change a type of plan more than once during a twelve (12) month period.

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

a. 100% coverage for preventive dental expense and diagnostic service expenses as defined in the Schedule of Basic Benefits, page 3 of the aforesaid Delta Dental Service Plan;

b. Coverage for Prosthodontics and Orthodontic Services as defined in page 3 and page 4 of aforesaid Delta Dental Service Plan on a 50/50 co-payment basis after each patient pay Fifty Dollars (\$50.00) deductible per calendar year, up to a One Hundred Fifty Dollar (\$150) maximum.

C. The Township shall provide prescription coverage for Employees covered by this Agreement and each Employee's family through the NJ State Health Benefits Plan (OPTUM RX) or an equivalent plan or successor plan.

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

E. The Township shall provide benefits during the term of this Agreement as follows:

1. Gold Plan – New Jersey State Health Benefit Horizon Direct/New Jersey Direct 2019 plan or an equivalent or successor plan;
2. Silver Plan - New Jersey State Health Benefit Horizon 20/30 Plan or an equivalent or successor plan to the Horizon 20/30 Plan. The Silver Plan shall be the base plan for all employees;
3. Bronze Plan - OMNIA State Defector Plan or an equivalent or successor plan;
4. Employees under this Contract shall have the right to buy up to a higher cost plan offered by the Township if the employee pays the entire difference between the premium cost of the Silver and the premium cost of the plan selected.
5. Prescription Coverage through the State Health Benefits Plan (OPTUM RX), or a plan equivalent in benefits to the State Health Benefits Plan or successor plan.

F. The Township may change health benefit carriers (medical and prescription) other than the SHBP for the Gold and Silver Plans where equal or better benefits would result from such a change; and to change the Bronze Plan to a tiered plan equivalent in coverage and benefits to the existing OMNIA State Defector Plan referred to in Article 35.E.3 above, but only after notification to the Union.

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

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

The maximum cost to the Township for this coverage shall not exceed 50% of the actual cost of the insurance for the retiree and his/her family up to \$12,500 annually. Effective January 1, 2023, the maximum cost to the Township for this coverage shall not exceed 50% of the actual cost of the insurance for the retiree and his/her family up to \$15,000 annually.

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

ARTICLE 36
UNIFORMS

- A. The Township, at its expense, shall supply the initial issue only for work uniforms for all employees covered by this Agreement.

5 Pants
4 Short Sleeve Tees
2 Long Sleeve Tees
1 Three Season Jacket
1 Bib Overall*
1 Winter Jacket*
1 Hat

**Mechanics may receive three (3) overalls instead of Bib Overall and Winter Jacket.*

All employees in this bargaining unit shall be permitted an annual clothing allowance as follows:

2023-2026
\$375

Raingear will no longer be purchased by the Township and will instead be purchased by each employee through the annual uniform allowance. The Township shall provide a vendor for each employee to obtain work garments. The above amount is inclusive of garment replacement for fair wear and tear.

Employees shall be responsible for wearing and maintaining proper safety boots at all times. Failure to do so may result in discipline.

- B. Mechanics

All employees in this bargaining unit employed as mechanics shall be permitted an annual tool allowance as follows:

2023-2026
\$725

Under this tool allowance, a mechanic shall request the purchase of a tool related to employment to be purchased by the Township. The cost of said tool shall be applied against the above tool allowance. The tool purchased shall be the property of the mechanic.

All requests for the purchase of a tool under this provision shall be made no later than November 15 of the applicable year, so the tool can be purchased prior to December 31 of that year. If the employee fails to submit the request by November 15, the tool allowance or any portion therefor which remains unused shall be forfeited.

If an employee separates from employment with the Township during the course of the year, the employee's tool allowance shall be pro-rated at a rate of \$60.42 per month. If at the time of separation the tool allowance expended exceeds the pro-rated tool allowance for the employee, the employee shall be responsible for reimbursing the township the difference. Any request to purchase a tool under this provision within 60 days of separation of employment shall be denied. Tool allowances shall be prorated for employees during the first year of employment as a mechanic.

ARTICLE 37
MINIMUM STAFFING LEVELS

Minimum staffing levels are set forth below:

Highway Department	
• Division Total	21
• Highway Tech	1
• Equipment Operator (Crew Leader)	7
• Truck Driver/Laborer	8
• Laborer II	2
• Laborer I	3
• Tradesman	
Mechanics	
• Division Total	9
• Helper	1
• Specialist	1
• Mechanic	6
• Mechanic Tech	1

Water Pollution

• Division Total	12
• Tech	2
• Systems Operator	4
• Systems Maint/Truck Driver	3
• Systems Operator 2nd Shift	1
• Labor II	1
• Laborer I	1

Town Hall Maintenance

• Division Total	5
• Maintenance Tradesman	1
• Maintenance Craftsman	1
• Maintenance Worker	3

Public Grounds

• Division Total	13
• Tech	1
• Tree Specialist I*	1
• Tree Specialist II*	2
• PG Equipment Operator	5
• Laborer I	3
• Small Engine Mechanic	1

- A. Nothing in this Article shall prevent the Township from having higher staffing levels than listed. If staffing levels exceed the minimum in a classification, one or more of the lower classifications may be reduced by the same number. In no case will the combination of lower titles be reduced by more than the additional staffing.
- B. If the Township eliminates an entire division, the staffing levels for that department shall also be eliminated. Seniority rights shall prevail if layoffs are necessary as per Article 8.
- C. If any layoff(s) occur, the Township will have the discretion to reduce minimum staffing levels to match the number of employees laid off. In lieu of layoffs, the Township may elect to reduce staffing through attrition by not filling vacant positions, thus dropping below minimum staffing levels. Should the Township elect to avoid layoffs in this fashion, the Township shall provide the Union with notice in the same fashion as would be provided for layoffs as set forth in Article 8 herein. Any objection shall be levied by the Union by the filing of a grievance, commencing at Step 2, as set forth in Article 15.

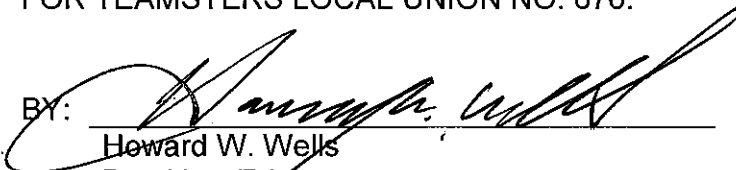
- D. Upon the vacancy of a position resulting in less than minimum staffing levels, the Township shall have 60 days from the date of the vacancy to fill the position or otherwise provide notice in accordance with paragraph C. of this Article. Should the Township fail to fill the vacant position within the period set forth herein, the Union can file a grievance in accordance with and within the timeframe set forth in Article 15, commencing at Step 2.

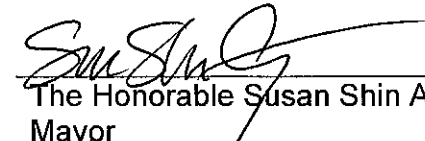
ARTICLE 38
TERM AND RENEWAL OF AGREEMENT

This Agreement shall be in full force and effect as of 12:01am, January 1, 2023, and shall be in effect up to and including December 31, 2026. This Agreement shall continue in full force and effect from year-to-year thereafter, unless either party 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 this Agreement.

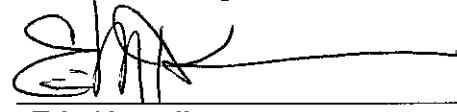
FOR TEAMSTERS LOCAL UNION NO. 676:

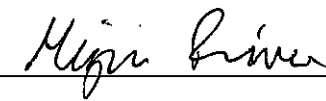
FOR THE TOWNSHIP:

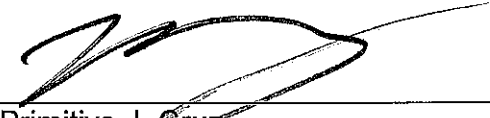
BY: 
Howard W. Wells
President/BA


BY: 
The Honorable Susan Shin Angulo
Mayor

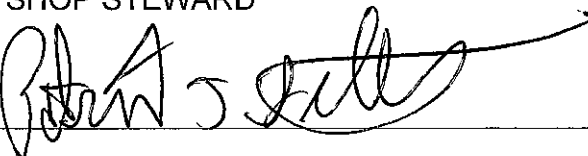
BY: 
Brian Higginbotham
Trustee/BA

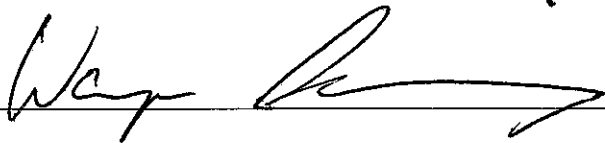
BY: 
Erin Knoedler
Business Administrator


BY: 
SHOP STEWARD

BY: 
Primitivo J. Cruz
Township Solicitor

BY: 
SHOP STEWARD

BY: 
SHOP STEWARD

BY: 
SHOP STEWARD

BY: 
SHOP STEWARD

SCHEDULE A

	2023	2024	2025	2026
	Effective	Effective	Effective	Effective
	1/1/2023	1/1/2024	1/1/2025	1/1/2026
	2.75%	2.75%	2.75%	2.75%
Laborer I	\$22.16	\$22.77	\$23.40	\$24.04
Laborer II	\$25.98	\$26.70	\$27.43	\$28.19
Highway Tech I	\$33.22	\$34.13	\$35.07	\$36.04
Truck Driver / Laborer	\$29.23	\$30.03	\$30.86	\$31.70
Equipment Operator	\$32.63	\$33.52	\$34.44	\$35.39
Mechanic Tech I	\$33.69	\$34.62	\$35.57	\$36.55
Mechanic	\$33.49	\$34.41	\$35.36	\$36.33
Mechanic/Specialist	\$27.51	\$28.27	\$29.05	\$29.85
Mechanic Helper	\$24.54	\$25.22	\$25.91	\$26.62
Sewer Tech I	\$32.96	\$33.87	\$34.80	\$35.75
System Operator	\$31.15	\$32.01	\$32.89	\$33.79
System Maintenance/Labor	\$26.33	\$27.05	\$27.79	\$28.56
System Maintenance/Truck Driver	\$29.23	\$30.03	\$30.86	\$31.70
Systems Operator (2nd Shift)	\$26.98	\$27.73	\$28.49	\$29.27
Public Grounds (Tech)	\$32.20	\$33.08	\$33.99	\$34.93
Tree Specialist (1st Class)	\$31.61	\$32.48	\$33.37	\$34.29
Tree Specialist (2nd Class)	\$30.27	\$31.10	\$31.95	\$32.83
Public Grounds Equipment Operator	\$29.23	\$30.03	\$30.86	\$31.70
Maintenance Tradesman	\$29.85	\$30.67	\$31.51	\$32.38
Maintenance Craftsman	\$28.69	\$29.48	\$30.29	\$31.12
Maintenance Worker	\$27.53	\$28.28	\$29.06	\$29.86
Small Engine Mechanic	\$31.15	\$32.01	\$32.89	\$33.79