

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

**PUBLIC WORKS -
BLUE COLLAR**

Effective Dates:

**JANUARY 1, 2011
up to and including
DECEMBER 31, 2013**

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PREAMBLE

THIS AGREEMENT, entered into this 28 day of JUNE, 2011, 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.

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, 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, leaf collection as directed by the Office of Emergency Management and reported and accepted by the proper county or state agencies/authorities. 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 his 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 his 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 required to pay a representation fee to the Union for that membership year. 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 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 instalments 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) days 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.
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**
 - a. An employee hired for the sole purpose of replacing a regular employee who is unable to report to work.
 - b. An employee hired for a special Township project, such as recycling of trash materials. 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.
 - c. 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 the starting salary of laborer.
4. **Seasonal** - An employee hired for work during the period, the day following Memorial Day to November 15th 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 the lowest paid laborer.

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 promotions, demotions, lay-off and recall (as long as the employee is able to perform the available work) and vacation and personal holiday selection.

Section D

1. All job openings or vacancies shall immediately be posted by the Township at all facilities where Public Works employees report for a period of five (5) consecutive calendar days.

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 seniority and on ability and qualifications needed to fill the position, and each employee shall serve an initial training period. 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 department 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 an equalization basis.

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 on an equalization 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.

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.

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 telegram or 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.

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.

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.

- B. 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."
- E. New sweepers and long-haul trucks will be equipped with air-conditioning, provided that funding is available. All present equipment shall be retro-fitted with air-conditioning as financing becomes available.

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.

2. Step Two

- a. In the event that a satisfactory settlement has not been reached at the first step, the aggrieved may, within five (5) working days after the step one decision is rendered, or within five (5) working days after the expiration of the step one time period, submit the grievance to his or her division head.
- b. The Division Head, or his designee, shall schedule a meeting with the aggrieved employee and the Shop Steward and Chief Steward within five (5) working days following the receipt of the grievance and shall render a written decision with respect to the grievance within ten (10) days of the meeting. At such meeting, the aggrieved employee shall be accompanied by a Union representative.

3. Step Three

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

- a. In the event that the grievance is not resolved at Step Three, the aggrieved may, within five (5) days after the Step Three 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 Five

- 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:

Jan. 1, 2011	Jan. 1, 2012	Jan. 1, 2013
0%	1.75%	1.75%

2. The following schedule of compensation applies to all existing employees and a new schedule for all employees hired after the dates of July 1, 2011. Said schedule is inclusive of all yearly cost of living adjustments:

Blue Collar Salary Schedule

	2011	2012	2013
Laborer	19.4900	19.8311	20.1781
Truck Driver/Laborer	22.4771	22.8704	23.2707
Equip. Operator	25.1151	25.5546	26.0018
Mechanic	25.7834	26.2346	26.6937
Mechanic/Specialist	21.1500	21.5201	21.8967
Mechanics Helper	18.8500	19.1799	19.5155
System Operator	23.9731	24.3926	24.8195
System Maintenance/Labor	20.2300	20.5840	20.9442
System Maintenance/Truck Driver	22.4771	22.8704	23.2707
Systems Operator (2nd Shift)	20.7400	21.1030	21.4723
Tree Specialist (1st Class)	24.3283	24.7540	25.1872
Tree Specialist (2nd Class)	23.2871	23.6946	24.1093
Public Grounds Equipment Operator	22.4771	22.8705	23.2707
Maintenance Tradesman	22.9621	23.3640	23.7728
Maintenance Craftsman	22.0578	22.4438	22.8366
Maintenance Worker	21.1630	21.5333	21.9101
Tech I	25.3722	25.8162	26.2680
Small Engine Mechanic	23.9731	24.3926	24.8195

	2011	2012	2013
Laborer	17.0000	17.2975	17.6002

3. This section is deleted for all employees hired after July 1, 2011. Probationary employees hired after January 1, 2003 shall be paid \$1.25 per hour less than the current rate for the position they are hired to fill. This lower rate shall be in effect for six (6) months after the date of

employment, after which the employee shall receive the current rate for the position.

4. This section is DELETED.
5. Pay period may be once every two (2) weeks, on Friday, at the Township's discretion.
6. Cost for employees' fingerprinting, if required by law for Hazardous Materials handling, shall be borne by the Township.

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 (1½) 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;
 2. all time paid in excess of forty (40) hours in one (1) week, except that hours for which one and one-half (1½) 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 (1½) 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. If an employee is already earning, in his own classification, more than the starting salary of the higher pay classification, then said employee shall be given an additional thirty cents (\$.30) per hour for said work. 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 ten percent (10%) 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 ten percent (10%) 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 (½) 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.

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: Michael Hinchliffe, Morris Nelson, John Markert, William Steck, William Fox, Anthony Milligan, Francis Budden, Darryl Mayhue, Michael Ayusa, Frank Myers, James Mohollen, Gregory Marcina and Joseph Rafalowicz.

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

New Year's Day
Martin Luther King Day
Memorial Day
Good Friday
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.

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 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 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 to 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.
- 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.
- E. 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.

ARTICLE 23
LEAVE

Section 1 -- Sick Leave

- A. Sick leave is defined as the temporary inability to perform one's duties by reason of injury, illness or disease.
- 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.
- C. Employees must present evidence of illness or injury after three (3) consecutive work days' leave or at the employer's request where the employer has a good-faith reason to believe the employee has misused the benefit.
- 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 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 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.

Section 2 -- Medical Leaves

Any employee under the care of any licensed medical practitioner shall automatically be granted a medical leave of absence until released from the care, or determination as to ability to return to work.

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

In the event that any regular employee volunteers for or is called to active military service in the Armed Forces of the United States, such employee shall not during the period of such service lose his seniority rights as herein provided. Upon his discharge from such service, he shall be offered his former position or one of like status, provided he:

- a. received a certificate of honorable discharge;
- b. is still qualified to perform the duties of his position;
- c. applied for reinstatement within ninety (90) days after discharge.

Employees shall receive a written Leave Of Absence from the Township when leaving to enter into military forces.

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.
- C. 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

Section 1 - Health

The following health insurance benefits shall be provided by the Township:

1. Coverage to provide hospital, surgical, lab, x-ray and major medical benefits, said coverage to be with an HMO (managed health care) provider.

Medical Insurance			
Effective Date		January 1, 2012	
Plan		HMO	PPO
Co-Pays		5.00	15.00

Prescription			
Effective Date		January 1, 2012	
Pharmacy		Generic	Non- Generic
Co-Pays		10.00	15.00
Mail Order		Generic	Non- Generic
Co-Pays		10.00	15.00

Dental Insurance			
Effective Date		January 1, 2012	
Plan		Single	Family
Yearly Deductibles		50.00	150.00

In-Network Deductibles (Hospitalization)			
Effective Date		January 1, 2012	
Plan		Single	Family
Yearly Deductibles		100.00	200.00

Specialist			
Effective Date		January 1, 2012	
Plan		HMO	PPO
Co-Pays		5.00	15.00

Employees shall be entitled to coverage for the employee only during the first year of employment and thereafter for the employee and his/her family. Should the Township change its policy concerning family coverage, this paragraph shall be changed accordingly.

All employees are subject to the requirements of P.L. 2010 c.2. Said mandated contributions of 1.5% of base salary for medical benefits will be deducted on a bi-weekly basis.

2. Upon retirement from Cherry Hill Township after completion of twenty-five (25) years of service, medical, dental and prescription insurance coverage 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 under this provision shall not exceed \$3,000 per year and will cover employees only for those employees retiring after June 30, 1993 and before December 31, 2004. For employees retiring effective January 1, 2005 or before December 31, 2006, the maximum cost to the Township shall increase to \$6,000 per annum for employee only coverage. Effective January 1, 2007 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 \$9,000 annually.

Any cost in excess of the agreed upon amount to the retiree shall be paid by said retiree in monthly installments, and failure to pay said amount by the 15th of the current month shall result in permanent and irrevocable cancellation of said health coverage. The Township will notify retiree prior to cancellation of policy.

3. The Township will supply Long Term Disability Insurance at no cost to the employees covered by this Agreement. This coverage will provide income protection in the event of a non-work related illness or injury resulting in disability.

4. **N. J. Disability Plan.**

Either the Township or the bargaining unit has the option to re-open negotiations on this Article (Article 35) pertaining to benefit issues, including but not limited to cost, level of benefit, carriers or related matters should other Township bargaining units have a change in benefit.

5. The Township may change health benefit carriers, where equivalent and/or superior benefits would result from such a change, but only after notification to the Union.

Section 2 -- Pension

All employees shall be covered by the Public Employee Retirement System in accordance with the provision of the Plan.

Section 3 -- Sewer Division

All employees in this bargaining unit employed in the Sewer Division shall be permitted to receive a Hepatitis A inoculation on an annual basis, or as required by medical practice. The Township shall pay for said inoculation to the extent said inoculation is not covered by medical insurance.

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.

Initial Issue for new Employees	
Item	Quantity
Pants	5
Shirts	6
Summer Jacket	1
Winter Jacket	1
Foul Weather Suit & Boots	1
Coveralls	1*

Garage employees will receive a total of 3 coveralls

The Township shall replace any garment when such is not at standards required by the Township -- replacement on a fair wear and tear basis, with a maximum of two (2) shirts and two (2) pants replaced per year.

Each January, each employee shall receive \$100.00 worth of clothing. Additionally, each employee shall receive annual boot reimbursement for steel tip safety boots, the cost of which may not exceed \$200.00. The Township shall provide a vendor for each employee to obtain work garments.

All uniforms and footwear provided must be worn during normal working hours. Failure to observe this rule will result in disciplinary action.

B. Mechanics

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

Mechanic's Allowance			
Year	2011	2012	2013
Allowance	535.00	560.00	585.00

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.

ARTICLE 37 **TERM AND RENEWAL OF AGREEMENT**

This Agreement shall be in full force and effect as of 12:01am, January 1, 2011, and shall be in effect up to and including December 31, 2013. 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at
Cherry Hill, New Jersey on this 28 day of June, 2011.

TEAMSTERS LOCAL UNION NO. 676
LODGE #28

TOWNSHIP OF CHERRY HILL
A Municipal Corporation
of the State of New Jersey

BY: Tom Lyon
TOM LYON

BY: Bernard Platt
BERNARD PLATT
MAYOR

[Signature]
SHOP STEWARD

David Fleisher
DAVID FLEISHER
CHERRY HILL COUNCIL PRESIDENT

[Signature]
SHOP STEWARD

ATTEST:
Nancy J. Saffos
NANCY SAFFOS, RMC

George A. Bidmond
SHOP STEWARD

Michael [Signature]
SHOP STEWARD

Robert [Signature]