

A G R E E M E N T

BETWEEN

THE TOWNSHIP OF EVESHAM

AND

TEAMSTERS LOCAL UNION NO. 676

(CLERICAL PERSONNEL)

2008, 2009, 2010

TABLE OF CONTENTS

	<u>PAGE</u>
<u>ARTICLE I - PURPOSE, SCOPE AND TERM OF AGREEMENT</u>	
SECTION 1 - GENERAL PURPOSE.....	05
SECTION 2 - SCOPE OF AGREEMENT.....	05
SECTION 3 - TERM OF AGREEMENT.....	05
<u>ARTICLE II - RECOGNITION OF UNION RIGHTS</u>	
SECTION 4 - RECOGNITION OF LOCAL 676.....	06
SECTION 5 - WORK PERFORMED BY COVERED EMPLOYEES.....	06
SECTION 6 - STATUS OF SHOP STEWARD.....	06
SECTION 7 - SENIORITY OF SHOP STEWARD.....	07
SECTION 8 - LIMITATION OF SHOP STEWARD AUTHORITY....	07
SECTION 9 - DUES CHECKOFF AND INDEMNIFICATION.....	07
SECTION 10 - UNION ACCESS TO EMPLOYEES.....	08
SECTION 11 - MISCELLANEOUS UNION RIGHTS.....	08
<u>ARTICLE III - RECOGNITION OF MANAGEMENT RIGHTS</u>	
SECTION 12 - TOWNSHIP MANAGEMENT RIGHTS.....	09
SECTION 13 - TOWNSHIP RULE MAKING.....	09
<u>ARTICLE IV - SALARIES, WAGES AND OTHER COMPENSATIONS</u>	
SECTION 14 - SALARIES & WAGES.....	10
SECTION 15 - EMERGENCY CALL-IN.....	10
SECTION 16 - WORK IN HIGHER CLASSIFICATIONS.....	11
<u>ARTICLE V - WORK WEEK, PAY PERIOD AND OVERTIME</u>	
SECTION 17 - WORK WEEK.....	11
SECTION 18 - PAY PERIODS.....	11
SECTION 19 - PAY DAYS.....	11
SECTION 20 - OVERTIME.....	11
<u>ARTICLE VI - HEALTH AND INSURANCE BENEFITS</u>	
SECTION 21 - EXISTING HEALTH BENEFITS & DISABILITY BENEFITS.....	12
SECTION 22 - PRESCRIPTION PLAN.....	12

TABLE OF CONTENTS

	<u>PAGE</u>
SECTION 23 - VISION PLAN.....	12
SECTION 24 - LIFE INSURANCE BENEFITS.....	12
<u>ARTICLE VII - VACATIONS, HOLIDAYS AND OTHER LEAVE</u>	
SECTION 25 - VACATIONS.....	13
SECTION 26 - HOLIDAYS.....	14
SECTION 27 - PERSONAL DAYS.....	15
SECTION 28 - SICK LEAVE.....	15
SECTION 29 – BENEFITS AFTER RETIREMENT	17
SECTION 30 - JURY DUTY LEAVE.....	17
SECTION 31 - FUNERAL LEAVE.....	18
SECTION 32 - LEAVE OF ABSENCE WITHOUT PAY.....	18
SECTION 33 - UNION LEAVE.....	18
SECTION 34 - UNAUTHORIZED LEAVE.....	19
<u>ARTICLE VIII - WORKING CONDITIONS</u>	
SECTION 35 - SAFETY.....	19
SECTION 36 - REPORTING UNSAFE CONDITIONS.....	20
SECTION 37 - REPORTING ACCIDENTS.....	20
SECTION 38 - SANITARY CONDITIONS.....	20
 <u>ARTICLE IX - SENIORITY</u>	
SECTION 39 - DEFINITION OF SENIORITY.....	20
SECTION 40 - SENIORITY RANK AND POSTING.....	21
<u>ARTICLE X - GRIEVANCE PROCEDURE</u>	
SECTION 41 – GRIEVANCE PROCEDURE AND ARBITRATION	21
 <u>ARTICLE XI - DISCIPLINE, SUSPENSION, DISCHARGE & LAYOFF</u>	
SECTION 42 - DISCIPLINE, SUSPENSION & DISCHARGE.....	24
SECTION 43 - PROCEDURE FOR DISCIPLINE AND DISCHARGE..	25
SECTION 44 - LAYOFF AND RECALL.....	26
 <u>ARTICLE XII - JOB ADVERTISEMENT AND HIRING</u>	
SECTION 45 - PART-TIME, TEMPORARY & SEASONAL.....	27

TABLE OF CONTENTS

	<u>PAGE</u>
<u>ARTICLE XIII - MISCELLANEOUS PROVISIONS</u>	
SECTION 46 - BAN ON STRIKES.....	27
SECTION 47 - DISCRIMINATION PROHIBITED.....	27
SECTION 48 - EMPLOYEE'S BAIL.....	27
SECTION 49 - LIE DETECTOR TEST.....	27
<u>ARTICLE XIV - EMBODIMENT & SEVERABILITY</u>	
SECTION 50 - EMBODIMENT OF AGREEMENT.....	28
SECTION 51 - SEVERABILITY OF AGREEMENT.....	28

ARTICLE I
PURPOSE, SCOPE AND TERM OF AGREEMENT

SECTION 1 - GENERAL PURPOSE

This Agreement is entered into in order to promote harmonious relations between the Township and the Union in the best interests of the residents of Evesham Township. It shall be the mutual objective of the Union and the Township to provide for the uninterrupted public services to the general public. The Union agrees that during the term of this Agreement, neither the Union, nor anyone acting on its behalf, will cause, authorize, support or take part in any strike, work stoppage, slowdown, walkout, or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement. Participation in any of the above shall be deemed grounds for disciplinary action up to and including termination of employment. The Union will actively discourage any strike, work stoppage, slowdown, walkout, or other job action against the Township.

SECTION 2 - SCOPE OF AGREEMENT

This Agreement applies to the bargaining unit known as Clerical Employees. It is intended to cover all full-time clerical personnel paid on an hourly basis.

A. The positions covered by this Agreement are:

Accounting Assistant, Accounting Clerk, Administrative Clerk, Administrative Secretary, Assessing Clerk, Clerical Assistant, Clerk-Typist, Deputy Court Administrator, Principal Assessing Clerk, Secretary, Senior Assessing Clerk, Violations Clerk, Data Entry Clerk

B. It is hereby agreed that should any existing title covered by this Agreement change, said changed title will continue to be covered by this Agreement with the exception of any position that may be identified as confidential or managerial as defined by the NJ Public Employees Relation Commission (PERC)

SECTION 3 - TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2008, to December 31, 2010 inclusive or until it is supplanted by a subsequent agreement unless otherwise specified.

ARTICLE II RECOGNITION OF UNION RIGHTS

SECTION 4 - RECOGNITION OF LOCAL 676

The Township hereby recognizes and acknowledges that Teamsters Local 676 is the exclusive collective bargaining representative of the employees in the classifications covered by this Agreement.

SECTION 5 - WORK PERFORMED BY COVERED EMPLOYEES ONLY

It is not the intention of the Employer to deny work to any employee by assigning work to a supervisor. However, it is understood and agreed that supervisors are specifically permitted to work in case of emergencies, temporary heavy work loads or when there is a shortage of qualified help due to the absence or illness of a regular employee.

SECTION 6 - STATUS OF SHOP STEWARD:

- A. The Township recognizes the right of the Union to designate a Shop Steward and alternate from the Township's Seniority List. The authority of the Shop Steward and alternate shall be limited to and shall not exceed the following duties and activities:
1. The investigation and presentation of grievances to the Township or the Township's designated representative in accordance with the provisions of the collective Bargaining Agreement.
 2. The collection of dues when authorized by the Union.
 3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing or are of a routine nature and do not involve work stoppage, slowdowns or any other interference with the Township's business.
- B. Shop Stewards and alternates have no authority to take strike action or any other action which interrupts the Township's business. The Township recognizes these limitations upon the authority of the Shop Stewards and alternates and shall not hold the Union liable for any of the said unauthorized acts. Nothing contained herein shall insulate the Union from the authorized acts of its officers, agents or employees (including Shop Stewards and alternates). The Township in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward or alternate has taken strike action, slowdowns or work stoppage in violation of this Agreement.

Upon adoption, all ordinances and resolutions amending or changing personnel policies affecting employees represented by this Agreement shall be forwarded to the Shop Steward.

SECTION 7 - SENIORITY OF THE SHOP STEWARD:

The Shop Steward shall be granted seniority in his job classification with regard to layoffs and rehiring. Under no circumstances shall the Township discriminate against a Shop Steward because of his activities as such.

SECTION 8 - LIMITATION OF SHOP STEWARD AUTHORITY

The Shop Steward or alternate shall not give orders to employees nor countermand orders or supervisory personnel.

SECTION 9 - DUES CHECKOFF AND INDEMNIFICATION:

- A. Upon receipt of proper written authorization from an employee, the Township shall deduct Union dues, on a pro-rata basis and shall remit the monies collected to the Union not later than the 15th day of each month. The Union agrees to indemnify and hold harmless the Township from any cases of action, claims, loss or damages incurred as a result of this clause.
- B. All deductions under this Section shall be subject to revocation under the provisions of General Municipal Law, as amended, by the employees who executed such assignments, upon giving written notice to that effect. Such notice shall be given to the Township Manager. The Township shall thereafter cease withholding any monies whatsoever under such check off authorization.
- C. Assignees shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually paid over to them. The Township or any of its officers and employees shall not be liable for any delay in carrying out such deduction, and upon forwarding a check in payment of such deductions by mail to the assignee's last known address, the Township and its officers and employees shall be released from all liability to the employees-assignors and to the assignees under such assignments.
- D. The Union agrees that there shall be no discrimination, intimidation, restraint and coercion by it or its officers, agents or members against any employee who refuses to or fails to execute an authorization to deduct dues; or join the Union.
- E. Agency Shop - It is understood and agreed that upon the signing of this Agreement, provisions of the "Agency Shop" concept established by the passage and signing of

the amendments and supplements to the "New Jersey Employer-Employee Relations Act" (P.L. 1941, C. 100, C. 34" 13A 13 et. seq.) shall take effect. Those employees that are in the bargaining unit on the effective date of this Agreement who do not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction upon written notification from the Union to the Employer.

The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments, as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in the provisions by a successor agreement between the Union and the Employer. The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken by the Employer in conformance with this provision.

SECTION 10 - UNION ACCESS TO PREMISES:

A duly authorized representative of the Union shall be admitted to the premises during normal working hours for the purpose of assisting in the adjustment of grievances, investigation of working conditions and for investigation of complaints that the contract is being breached. Such visits shall not be permitted to interfere with normal business.

SECTION 11 - MISCELLANEOUS UNION RIGHTS:

- A. Bulletin Board - The Union shall have the use of a bulletin board on the Township's premises for the posting of notices relating to the Union meetings and official business only. No other notices shall be posted until they have been submitted to and approved by the Township Manager or his designee. Such approval shall not be unreasonably withheld.

- B. Blacklisting Prohibited - The Township shall not establish or create a so called "blacklist," nor in any way become a party to the establishing of such a "blacklist" that may have for its purpose the prevention of any member of the Union obtaining employment with the Township or another employer.

ARTICLE III
RECOGNITION OF MANAGEMENT RIGHTS

SECTION 12 - TOWNSHIP MANAGEMENT RIGHTS:

It is recognized that the management of the Township, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the Township. Accordingly, the Township retains the right, including but not limited, to:

1. Select and direct the working forces, including the right to hire, suspend, discharge or otherwise discipline for just cause;
2. Assign, promote, demote or transfer;
3. Determine the amount of overtime to be worked;
4. Relieve employees from duty due to lack of work or for other legitimate reasons;
5. Decide the number and locale of its facilities, stations and work sites;
6. Determine the work to be performed within the unit, the amount of supervision necessary and the desirable methods and schedules of work;
7. The selection, procurement, design and control of equipment and materials;
8. The purchase of or contracting for the services of others; and
9. Except, as they are otherwise specifically limited in this Agreement, to make reasonable and binding rules which shall not be inconsistent with this Agreement.

SECTION 13 - TOWNSHIP RULE MAKING:

The Township may establish such rules as it deems necessary or desirable provided such rules are not in conflict with the terms of this Agreement. Such rules shall be in writing and a copy of such action shall be sent promptly to the Union.

ARTICLE IV
SALARIES, WAGES AND OTHER COMPENSATIONS

SECTION 14 - SALARIES AND WAGES:

\$20.00 cap on hourly wage is removed

2008 – 3% or \$800, whichever is greater, determined for each individual

2009 – 3% or \$900, whichever is greater, determined for each individual
+ possible Merit Bonus*

2010 – 3% or \$1000, whichever is greater, determined for each individual
+ possible Merit Bonus*

*Merit Bonus is tied to a Performance Evaluation

SECTION 15 - EMERGENCY CALL-IN:

Whenever an employee is called into work at a time for which work is not regularly scheduled or is required to return to work unexpectedly after the employee has left from his/her regularly scheduled day's work (excludes scheduled returns), the employee shall receive no less than two (2) hours at his/her current rate of pay except if called in early within two (2) hours of scheduled starting time.

SECTION 16 - WORK IN HIGHER CLASSIFICATION:

Employees who work in a higher paid classification than their own shall receive the difference in pay between their rate and the rate of the job they are performing, if such work was first authorized by a supervisor, Department Manager or upper management and was for a continuous period of at least two (2) weeks.

ARTICLE V
WORK WEEK, PAY PERIODS AND OVERTIME

SECTION 17 - WORK WEEK:

The work week shall consist of eight (8) hours per day, forty (40) hours per week, Monday through Friday. Each employee shall be entitled to a one (1) hour per day lunch period without pay. The paid work week shall consist of seven (7) hours per day, thirty-five (35) hours per week, Monday through Friday. Pay periods shall be either weekly or bi-weekly at the Township's discretion. The pay periods and hours of employment worked by each employee remains a management prerogative and these will not be changed by the Township without first discussing such change with the Union.

SECTION 18 - PAY PERIODS:

All salaries, wages or cost of living increases shall be payable in full on a bi-weekly basis.

SECTION 19 - PAY DAYS:

When the regular payday occurs on a holiday, the Township shall pay the employees on the regular work day immediately proceeding the holiday. With each paycheck, employees shall be provided with a statement of gross earnings and an itemized statement of all deductions made.

SECTION 20 - OVERTIME:

Overtime equal to one and one-half (1 1/2) the regular hourly wages paid to each clerical worker shall be offered for any hours worked by such an employee over 35 hours in a week. Overtime compensation shall be in the form of overtime pay unless both the employee and the employer agree to compensatory time. If compensatory time is mutually agreed to, it

shall not accrue beyond 10 days and shall be utilized within 90 days of when it is accrued. The Township has the right to require employees to work a reasonable amount of overtime when necessary. Any employee who works on a holiday shall receive double time for all hours worked.

ARTICLE VI HEALTH AND INSURANCE BENEFITS

SECTION 21 - EXISTING HEALTH AND DISABILITY BENEFITS:

During the term of this contract, the Township shall continue to provide health insurance benefits, prescription plan, dental plan and disability income protection benefits to covered employees at the level of the Horizon Design 5 (or equivalent) plan. The Township will provide health insurance in accordance with above for Horizon Design 5 (or equivalent) for all employees and their legal dependents. An employee who wishes to have Design 9 (or equivalent) may do so but shall be responsible for paying the difference necessary to upgrade from Horizon Design via payroll deduction. The Township reserves the right to change the insurance carriers as long as equal or better benefits are provided. Employees who volunteer to participate in the Township's "Opt-Out" program shall receive an amount equal to 50% of the amount saved by the employer, not to exceed \$7500.00.

SECTION 22 – PRESCRIPTION PLAN

The Township shall continue to provide a prescription plan on a deductible basis as follows:

\$10.00 Brand Name / \$5.00 Generic

Three (3) Month Plan

\$10.00 Brand Name / \$5.00 Generic

Prescription deductible shall not exceed \$15.00 for the life of the contract.

SECTION 23 - VISION PLAN:

Effective January 2009, the Township shall provide an additional \$75 per year in the Township-sponsored HRA for reimbursement of expenses associated with vision expenses..

SECTION 24 - LIFE INSURANCE BENEFITS:

The Township shall continue to provide a program of life insurance in favor of all covered employees. Such life insurance shall have a death benefit payable to the designated beneficiary of the employee in the amount of twenty-five thousand dollars (\$25,000).

ARTICLE VII
VACATIONS, HOLIDAYS AND OTHER LEAVE

SECTION 25 - VACATIONS:

- A. Employees covered by this Agreement shall who were hired after October 27, 1993 shall be entitled to vacation leave with pay according to the following schedule (earned on a monthly basis):
1. Employees with 0-5 years of service shall earn 5.83 hours vacation per month of service (10 days per year).
 2. Beginning the 6th year to the end of the 10th year, employees shall earn 8.75 hours vacation per month of service (15 days per year).
 3. Beginning the 11th year until the end of the 19th year, employees shall earn 11.67 hours vacation per month of service (20 days per year).
 4. Beginning the 20th year and for each year thereafter, employees shall earn 14.59 hours vacation per month of service (25 days per year).
- B. Any employee covered by this Agreement and hired prior to October 27, 1993 shall be entitled to the following:
1. Beginning the 11th year to the end of the 14th year, employees shall earn 11.67 hrs. /month (20 days).
 2. Beginning the 15th year and each year thereafter, employees shall earn 14.59 hrs./month (25 days).
- C. Vacations shall be scheduled by the respective Supervisor and Department Head giving preference to employee choice according to seniority where consistent with fairness and continued efficiency. Vacation leave may not be used during probationary period unless authorized by the Township Manager.
- D. An employee may carry over no more than all or a part of his/her vacation leave accumulated during one (1) calendar year for use in the next succeeding calendar year.
- E. Any employee of the Township covered by this Agreement who is entitled to vacation leave at the time of retirement or separation in good standing shall receive payment for the earned vacation which has not been taken. Since vacation is accrued on a current-year basis, vacation days are pro-rated for the year when the employee leaves the employment of the Township. In the event an employee is entitled to vacation leave at the time of his/her death, the spouse or estate of the employee shall receive the earned vacation pay.

- F. Although vacation time is accrued monthly, the annual allotment of vacation time shall be available on January 1, but can only be used with prior authorization of the Dept. Head and only if approving such will not affect service to the public. If an employee leaves prior to the end of the year and has a minus balance in vacation time, the money shall be paid back to the township and/or withheld from final the paycheck(s).

SECTION 26 - HOLIDAYS:

- A. There shall be fourteen (14) paid holidays for employees covered by this Agreement. They are as follows:

New Year's Day
Martin Luther King Day (effective 01/05)
President's Day
Good Friday
Easter Monday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day
Day After Christmas Day

B. Floating Holidays:

General Election Day shall be a floating holiday. Each employee will be credited with one (1) day as a floating holiday in return for General Election Day. The floating holiday will be scheduled and utilized in the same manner as vacation and personal days. The floating holiday must be used during the year it is accrued and is not cumulative from year to year. The floating holiday may not be scheduled before General Election day; therefore, when an employee terminates employment prior to General Election Day, there shall be no compensation for that day.

SECTION 27 - PERSONAL DAYS:

The Township will provide the following schedule of Personal Days:

- During first (1st) year of employment - 1 day
- During second (2nd) year of employment - 2 days
- During third (3rd) year of employment and each year thereafter - 3 days

Employees shall request personal days in writing in accordance with the personnel policies established by the Township Manager. Personal days do not accrue from year to year nor are they payable upon separation. Otherwise, when the employee leaves the employment of the Township in good standing, personal days are pro-rated for the year. Personal leave may not be used during probationary period.

SECTION 28 - SICK LEAVE:

Sick leave herein defined is to mean absence from duty of an employee because of personal illness, accident, exposure to a contagious disease, or illness of an immediate family member which requires the employee to remain at home to care for same.

- A. Effective January 1, 1996 each eligible employee shall earn sick leave at a rate of 5.83 hours of sick leave for each month of employment ten (10) days maximum).
- B. Eligible employees hired prior to January 1, 1996 shall be entitled to 8.75 hours of sick leave for each month of employment fifteen (15) days maximum).
- C. Sick leave benefits shall be cumulative from year to year from date of employment.
- D. Sick leave pay shall be based upon the individual employee's regular, straight time daily rate, exclusive of shift premiums, for the day on which he is absent from work because of such accident or illness.
- E. Sick leave may not be granted to any employee until completion of six-month probationary period.
- F. A doctor's certificate may be required at the employer's option as a condition for payment of sick leave, except with respect to a period of time during which an employee is hospitalized. Abuse of sick leave shall be cause for disciplinary action. Abuse of sick leave is defined to include, but is not limited to, absence from work when an employee is not sick or hospitalized.

- G. Sick leave benefits may not be converted to a cash bonus or to extra time off with pay.
- H. Sick leave shall be payable only with respect to a regularly scheduled work day and shall in no event apply to an employee's scheduled day off, holiday, vacation, leave of absence or to any day for which an employee has received full pay from the employer.
- I. In case of sick leave due to exposure to a contagious disease, a certificate from a medical doctor shall be required which shall certify that the employee may return to work without endangering the health of co-workers.
- J. The Township may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined at the expense of the Township by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing normal duties or that his/her return will not jeopardize the health of other employees.
- K. The Township shall pay one-half (1/2) of accrued sick days upon separation of employment in good-standing, or through a reduction-in-force, with a maximum payment of sixty (60) days pay, except as spelled out below with respect to retirement. No payment will be made if the Township terminates the employee. Sick days shall accrue on a monthly basis and are pro-rated for the year the employee is hired or leaves the employment of the Township.

Upon the death of an employee, payment as stated above shall be paid to the employee's spouse, dependents or estate.

Upon retirement only, an employee shall be compensated for 50% of all sick leave accrued as a Township employee and as long as the employee has a minimum of fifteen (15) years of full-time employment with the Township.

In the event of a reduction-in-force, the employee who accepts immediate payout of sick time will have a six-month recall period. The recall period will revert to a one-year period following the layoff if the employee does not accept immediate payout of sick time. If the employee is not recalled after one year, said employee may request payout of sick time to be paid at the next scheduled payroll period.

- L. Although sick time is accrued monthly, the annual allotment of sick time shall be available on January 1. Half of an employee's sick time allotment shall be available for use January 1 to June 30. The remaining half shall be available for use July 1 to

December 31. If an employee leaves prior to the end of the year and has a minus balance in sick time, the money shall be paid back to the township and/or withheld from final the paycheck(s).

SECTION 29 – BENEFITS AFTER RETIREMENT

The Township will provide benefits after retirement (until eligible for Medicare) to employees who are fifty-five (55) years of age with twenty (20) years with the Township in PERS in accordance with the following schedule:

Sick Hours	Single Coverage		Husband/Wife Coverage
960	Medical		-
1160	Medical/Prescription	OR	Medical
1360	Medical/Pres./Dental	OR	Medical/Prescription
1560			Medical/Pres./Dental

For all employees hired on or after January 1, 2008, the following schedule applies:

Sick Hours	Single Coverage		Husband/Wife Coverage
1800	Medical		-
2000	Medical/Prescription	OR	Medical
2200	Medical/Pres./Dental	OR	Medical/Prescription
2400			Medical/Pres./Dental

This is an option to the existing sick time trade-in policy. The Sick Hours to be exchanged may include unused vacation time accrued during the 12 months immediately preceding the retirement date.

SECTION 30 - JURY DUTY LEAVE:

A regular full-time employee only who loses time from his/her job because of jury duty, as certified by the Clerk of the Court, shall be paid by the Township the difference between his/her daily pay rate up to a maximum of seven (7) hours and the daily jury fee subject to the following conditions:

1. The employee must notify his/her supervisor immediately upon receipt of summons for jury.
2. This section does not apply where an employee voluntarily seeks jury service.
3. No reimbursement of wages will be made for jury service during holidays or vacations.
4. At the Township's request, adequate proof must be presented of time served on jury and the amount received for such service.

SECTION 31 - FUNERAL LEAVE:

A regular full-time employee may be excused from work with pay because of a death in his/her immediate family as defined below in accordance with the New Jersey Domestic Partnership Act of 2007:

- A. Five consecutive work days, one of which shall be the day of the funeral, for death of spouse, children, stepchildren, parents, legally adopted children, brother and sister.
- B. Three consecutive work days, one of which shall be the day of the funeral, for grandparents, grandchildren (or step-children), mother/father-in-law, daughter/son-in-law.

SECTION 32 - LEAVE OF ABSENCE:

- A. The Township will comply with the Federal Family and Medical leave Act and the New Jersey Family Leave Act.
- B. Any employee desiring leave of absence without pay from the Township shall secure written permission from the Township Manager with notice to the Union. The maximum leave of absence shall be for thirty (30) days and may be extended for up to a maximum of one (1) year. Permission for an extension must be secured from the Township Manager with notice to the Union.
- C. During the period of absence, the employee shall not engage in any full-time employment whatsoever. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved and/or disciplinary action. Inability to work because of proven illness or injury shall not result in the loss of seniority rights.

The Township reserves the right to deny any request for a leave of absence without pay or any extension thereof. The employee shall be responsible for the continued payments of, and may make suitable arrangements with the Township, for the continuation of benefits.

SECTION 33 - UNION LEAVE:

- A. Wherever practicable, meetings between representatives of the Township and the Union for the negotiation of terms of this Agreement or the handling of grievances as prescribed herein shall be scheduled during non-working time of affected employees. When it is necessary to schedule such meetings during the regular working time, approval by the Township Manager will be required. Unit employees whose attendance is required shall be paid at regular straight time rates. In the event such

meetings are conducted during non-working hours, the unit employees shall not be compensated in any manner whatsoever for time spent at such meetings.

- B. Employees elected to full-time positions with the Union shall be granted leave without pay for a period not to exceed one (1) year, provided that the employee has at least one year of service in the unit. No more than one (1) employee per unit may be granted such leave at any time. Leave shall be granted in writing. The Township will not pay for benefits during leave without pay.
- C. Leave of absence without pay to attend and serve as delegates to Union conventions may be granted in writing to not more than two (2) unit employees during a calendar year, with the extent of leave limited to one (1) week per delegate. Application for leave shall be made in writing not less than two (2) weeks in advance. The Township shall not underwrite any costs (direct or indirect) for participation in, or attendance at, such conventions.
- D. Failure of an employee to return to work promptly upon the expiration of authorized leave shall be considered a voluntary resignation.

SECTION 34 - UNAUTHORIZED LEAVE:

The absence of an employee from duty for a single day or part of a day, except as provided by the terms of this Agreement, that is not authorized by a specific grant of vacation, holiday or leave under these provisions shall be deemed to be absence without leave. Any such absence shall be without pay and shall be subject to disciplinary action. Any employee who is absent for three (3) consecutive working days without notice shall be deemed to have resigned.

ARTICLE VIII
WORKING CONDITIONS

SECTION 35 - SAFETY:

Under no circumstances will an employee be required or assigned to participate in any work activity involving unsafe or hazardous conditions of work, danger to person or property, or in violation of a government regulation relating to safety of person or equipment.

SECTION 36 - REPORTING UNSAFE CONDITIONS:

Employees shall immediately report, in writing, to their immediate supervisor all conditions which they feel are unsafe. Where an employee gives a written report of working conditions, vehicles or equipment being unsafe and receives no consideration from the Township, he/she shall take the matter up with the Union.

No employee shall be required to pay for loss or damage unless it shall first be proven that such loss or damage was caused entirely by the employee's gross negligence or improper act.

Employees may be required to pay for loss or damage to Township equipment if there is clear evidence or willful intent on the part of the employee.

All matters arising under this paragraph shall be subject to the grievance procedure provided in this Agreement.

SECTION 37 - REPORTING ACCIDENTS:

Any employee involved in an accident shall immediately report said accident and any physical injuries sustained to his/her supervisor. When required by the Township, the employee shall within twenty-four (24) hours, make out an accident report, on Township time, on forms furnished by the Township and shall list all available names and addresses of witnesses to the accident.

SECTION 38 - SANITARY CONDITIONS:

The Township shall maintain sanitary conditions for the employee.

ARTICLE IX
SENIORITY

SECTION 39 - DEFINITION OF SENIORITY:

- A. Seniority is defined to mean the employee's accumulated length of continuous service with the Township computed from the last date of hire on a department-by-department basis. For purposes of determining seniority, an employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician. Seniority shall be lost and employment terminated if any of the following occur:
1. Discharge with cause;
 2. Resignation;
 3. Failure to return promptly upon expiration of authorized leave;
 4. Absence for three (3) consecutive working days without leave or notice; and
 5. Engaging in any other employment during a period of leave. Seniority shall also be lost if employee leaves the negotiation unit for any reason but maintains employment with the Township. If the employee returns to the negotiation unit, his seniority begins from the date of his most recent entry into said bargaining unit.

B. If the Township establishes different starting times for employees in the same job classification in the same department, the senior employee shall have the choice. For example, where the Township schedules one employee to commence work at 7:00 a.m., another at 8:00 a.m., and third at 9:00 a.m., the senior employee in the job classification in the department shall have the choice of deciding which of the three (3) he/she prefers. The qualified senior employee in the same job classification shall have the choice to continue on the starting time until such starting time is discontinued or until a change is mutually agreeable to the Township and the Union. Nothing contained in this section shall permit the Township to discriminate against a senior employee.

SECTION 40 - SENIORITY RANKING AND POSTING:

Once each year, during the month of January, the Township shall compile, submit to the Union in writing, and then post in a conspicuous place, a Seniority List from the regular payroll records. Any employees covered by this Agreement hired after said posting shall have their names added to the list in the order of date of hire and the Union shall be notified of such addition. Any controversy over the seniority standing of any employee on the Seniority List shall be submitted as a grievance within ten (10) days after the posting, after which the list shall become binding. After an employee has worked for the Township for at least six (6) months, the employee shall gain seniority status and his/her seniority date on the Seniority List shall revert to the first day of his/her six month qualification period.

ARTICLE X
GRIEVANCE PROCEDURE

SECTION 41 – GRIEVANCE PROCEDURE AND ARBITRATION

A. PURPOSE:

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

B. DEFINITIONS:

The term “grievance” as used herein means the interpretation, application or alleged violation of this Agreement and may be raised by an individual or the Union at the request of an individual or individuals. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance and arbitration procedure provided.

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C. PROCEDURE:

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement except that nothing herein shall limit or infringe the right of any employee having a grievance to discuss the matter informally with the appropriate supervisor and having the grievance adjusted without the intervention of the Union.

The following steps shall be followed unless any step is waived, in writing, by mutual consent of the parties:

Step 1. - The aggrieved party shall institute action by filing a written statement to his/her immediate supervisor. This shall be done no later than five (5) working days after the event giving rise to grievance. An earnest effort shall be made to settle the differences between the aggrieved party and the immediate supervisor for the purpose of resolving the matter informally. The resolution or non-resolution of differences shall be in writing by the immediate supervisor of the aggrieved party.

Step 2. - If the grievance is not settled at the first step within seven (7) working days and such grievance concerns the interpretation, application or alleged violation of this Agreement only, the aggrieved party may make written request to the Department Head for a second step meeting within five (5) working days after the answer is received from the aggrieved party's immediate supervisor as required in the first step. The Department Head shall set a meeting within ten (10) working days after the written request for such a second step meeting. Said second step shall be between the Department Head, the aggrieved party and a representative of the Union, if such representative is requested to be present by the aggrieved party. The answer, in writing by the Department Head, shall be given to the aggrieved party and a copy of the same shall be forwarded to the Union within ten (10) working days after the meeting.

Step 3. - If the aggrieved party is not satisfied with the handling or the results of the grievance procedure at the second step, he may within five (5) working days notify, in writing, the Township Manager that he wishes to have the said Township Manager rule on the grievance in question. A meeting shall be established within twenty (20) calendar days after the Township Manager or his designee has received the request that the Township Manager rule on the matter. At such meeting, the aggrieved may appear with a representative of the Union present. The Township Manager's (or his designee's) response to the grievance in the third step shall be delivered to the aggrieved party with a copy to the Union within twenty (20) working days after the meeting. Any extension of time requirements contained in this Grievance Procedure may only be granted by mutual consent of all parties.

Step 4. – If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration within ten (10) working days pursuant to the rules and regulations of the Public Employment Relations Commission. The cost for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

D. ARBITRATION PROCEDURE

1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
3. The arbitrator's decision shall be in writing, with reasons.
4. The Union and the township shall be limited to placing one (1) issue before an arbitrator at any one time. Arbitrators shall be prohibited from hearing more than one (1) grievance except by mutual consent of the parties.

E. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated with the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding step shall be deemed conclusive. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits for processing the grievance any step in the grievance procedure.

ARTICLE XI **DISCIPLINE, SUSPENSION, DISCHARGE AND LAYOFF**

SECTION 42 - DISCIPLINE, SUSPENSION AND DISCHARGE:

No employee may be dismissed or suspended without just cause. In the event it is decided, as provided in the grievance procedure set forth below, that suspension or discharge was without just cause, the decision shall provide for reinstatement with or without back pay. If the decision directs reinstatement with pay, the Township shall not receive any credits for wages or compensation earned by the employee while he/she was out of the Township's employ.

Except where an emergency prevents it, grievances concerning dismissal or suspension shall be advanced over all other matters pending for grievance hearings and shall be promptly heard.

Except in the case of immediate dismissal from the causes set forth below, no employee may be dismissed for his/her first offense, but shall receive at least one (1) written warning. The parties agree that causes for dismissal without first discussing the matter with the business agent shall be as follows:

1. Calling or participating in any unauthorized strike, work stoppage or slowdown;
2. Drunkenness proven during working hours or being under the influence of alcohol during working hours, (if any employee refuses to take a properly administered breathalyzer examination, he shall be subject to suspension or termination. No personnel shall consume alcoholic beverages during working hours);
3. Theft or dishonesty;
4. Assault on Township employees or a Township representative;
5. Carrying an unauthorized passenger in Township vehicles;
6. Possession or use of non-prescription legend or narcotic drugs while on the job; and
7. Any violation of the provisions of the Code of the Township of Evesham or the Revised Statutes of the State of New Jersey.

In each instance, the Township shall promptly notify the Union in writing of the action taken. The parties agree that a dismissal or suspension shall not be subject to the grievance procedure or arbitration as provided in this Agreement unless the Union shall have notified the Township, in writing, of an intention to do so within two (2) weeks of dismissal or suspension.

Upon the employee's discharge, the Township shall pay to the employee all monies with respect to wages due for the time actually worked. The Township shall pay all monies due the employees on the following pay period of the Township following such action. The Township shall not pay accrued vacation, personal days or sick leave to the discharged employee.

SECTION 43 - PROCEDURE FOR DISCIPLINE AND DISCHARGE:

In the event the Township seeks to take disciplinary action against an employee, that employee will be notified in writing of the charge and the proposed penalty.

- A. If the proposed penalty is a discharge or a suspension lasting more than five (5) days

and no satisfactory agreement is reached within two (2) working days between the employee, the Steward and the Township Official who filed the charge, a hearing shall be held with the Township Manager acting as hearing examiner unless the Township Manager has a conflict of interest, in which case he shall appoint a neutral person to act as hearing examiner. The initial hearing shall be solely for the purpose of determining guilt or innocence. If the initial hearing results in a determination that the employee is guilty, a second hearing shall be held before the same hearing examiner to determine the extent of the penalty, which may not be greater than that which was proposed in the initial notice of disciplinary action.

The decision of the hearing examiner shall not be subject to arbitration but may be appealed to any court of competent jurisdiction.

- B. If the proposed penalty is a suspension of five (5) days or less and no satisfactory agreement is reached within two (2) working days between the employee, the Steward and the Township Official who filed the charge, a hearing shall be held with the Township Manager acting as hearing examiner unless the Township Manager has a conflict of interest in which case he shall appoint a neutral person to act as hearing examiner.

If the Union acts for the employee and is dissatisfied with the decision of the examiner and the Union may, within five (5) days after receiving the decision of the hearing examiner, submit same to PERC. The arbitrator shall be limited to the determination of whether the disciplinary action was imposed for just cause and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor to establish or change any wage rate. The decision of the arbitrator shall be final and binding upon both parties.

Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees and other expenses shall be borne by the parties respectively.

Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last answer.

SECTION 44 - LAYOFF AND RECALL:

Should it become necessary to layoff employees because of budgetary constraints or lack of work, the Township shall resort to strict seniority, by job title or classification within the Department, which means the last employee hired shall be the first employee laid off by job title or classification within the Department.

When the Township recalls the employee, it shall be done in the reverse order in the manner they were laid off, which means the last employee laid off shall be the first employee to be recalled by job title or classification within the Department. The recall period shall be limited to the six-month period following layoff if the employee accepts the payout of sick time or one year following layoff if the employee has agreed to delay the sick time payout. If employee is not recalled after one year, said employee may request payout of sick time to be paid at the next scheduled payroll period.

The Township agrees to give at least one (1) week's written notice, whenever making permanent layoffs, to the Union, the Shop Steward and the affected employees. Where such required notice is not given and the circumstances are not beyond the Township's control, the Township shall pay the employee one (1) week's wages in lieu thereof. When recalling laid off employees the Township shall send a telegram or registered letter to the employee's last known address (as indicated on the employee's record) and the employee shall have five (5) days to respond to such recall notice. After the employee has notified the Township that he/she will return to work, the employer shall have one (1) week to adjust any personal matters. If the employee fails to report within the one (1) week period he shall be terminated. If he is then rehired, he shall be considered a new employee without any former seniority.

ARTICLE XII **JOB ADVANCEMENT AND HIRING**

SECTION 45 - PART-TIME, TEMPORARY OR SEASONAL EMPLOYEES:

The Township may hire part-time, temporary or seasonal employees as it deems necessary. Part-time, temporary or seasonal employees shall be given an open and equal opportunity to compete for regular positions.

ARTICLE XIII **MISCELLANEOUS PROVISIONS**

SECTION 46 - BAN ON STRIKES:

It is recognized that the need for continued and uninterrupted operation of the Township is of paramount importance to the citizens of the community; therefore, all grievances shall be processed in an orderly fashion through the steps provided in this Agreement. There shall be no strikes, work stoppages, slowdowns, lockouts or threats thereof during the term of this Agreement.

SECTION 47 - DISCRIMINATION PROHIBITED:

Neither the Township nor the Union shall discriminate against any employee for race, religion, martial status, nationality, sex, age or Union affiliation.

SECTION 48- EMPLOYEE'S BAIL:

Employees, who in the proper exercise of their municipal duties, have not broken any of the rules and regulations of the Township, shall be provided bail upon request, provided that the offense with which the employee is charged results directly from the discharge by the employee of his/her official duties.

SECTION 49 - LIE DETECTOR TEST:

The Township shall not require an employee to take a polygraph or any other form of lie detector test.

**ARTICLE XIV
EMBODIMENT AND SEVERABILITY**

SECTION 50 - EMBODIMENT OF AGREEMENT:

The Township agrees that all conditions of employment relating to wages, hours of work, overtime differentials, benefits and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved where specific provisions for improvement are made elsewhere in this Agreement.

This document constitutes the sole and complete Agreement between the parties and embodies the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining. Any prior commitment or Agreement between the Township and the Union or any individual employee covered by this Agreement is hereby superseded.

SECTION 51 - SEVERABILITY OF AGREEMENT:

If any portion of this Agreement should be declared invalid or contrary to law, such decision shall not affect the remaining portions of this Agreement which shall remain in full force and effect; and to this end, the provisions of this Agreement is hereby declared to be severable. In the event any portion of this Agreement is declared invalid the parties agree to begin renegotiations on the invalid portion within forty-five (45) days.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2008.

ATTEST:

TOWNSHIP OF EVESHAM:

TEAMSTERS LOCAL UNION NO. 676

Randy Brown, Mayor

President

Thomas J. Czerniecki
Township Manager

Thomas A. Lyon
Business Agent

Teresa Butz
Shop Steward