

TOWNSHIP OF EVESHAM  
RESOLUTION NO. 203-2024

RATIFICATION OF BLUE COLLAR SUPERVISORS CONTRACT

WHEREAS, certain employees of the Township of Evesham are represented by Government Workers Union; and

WHEREAS, negotiations have ensued between the Township Manager and officials of the Union; and

WHEREAS, the parties have negotiated an Agreement and are desirous of entering into this Agreement; and

WHEREAS, the Township Council is authorized to enter into such a contract without public advertising for bids as provided by the Local Public Contracts Law.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey as follows:

1. That the Township Council hereby approves the attached contract by and between the Township of Evesham and Government Workers Union.
2. That the Township Acting Manager and the Mayor are hereby authorized to execute, enseal and deliver said Agreement on behalf of the Township.
3. Notice of this action shall be published as required by law.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of new Jersey, at their meeting held in the Meeting Room of the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on June 12, 2024.

*Rebecca Andrews*  
 \_\_\_\_\_  
 Rebecca Andrews, Acting Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER		✓	✓			
ESPINOZA						✓
FREEMAN			✓			
HANSEN	✓		✓			
MAYOR VEASY			✓			

Collective Bargaining Agreement

Between

GOVERNMENT WORKERS UNION



and

TOWNSHIP OF EVESHAM

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BLUE COLLAR SUPERVISORS BARGAINING UNIT

**January 01, 2024 – December 31, 2026**

## TABLE OF CONTENTS

Article I	Recognition	1
Article II	Definition of Terms	2
Article III	Duration of Agreement	3
Article IV	Union Rights	3
Article V	Management Rights	6
Article VI	Work Week and Pay Period	7
Article VII	Salaries and Wages	7
Article VIII	Benefits	8
Article IX	Leave Time	10
Article X	Seniority	18
Article XI	Discipline / Termination	19
Article XII	Layoff	21
Article XIII	Grievance Procedure	21
Article XIV	Emergency Operations	23
Article XV	Indemnification	24
Article XVI	Embodiment / No Strike Clause	24

**ARTICLE I**  
**RECOGNITION OF BARGAINING UNIT**

**SECTION 1.1**

The Township of Evesham hereby recognizes the Government Workers Union as the exclusive representative of the collective negotiations' unit certified on June 26, 2020 by the Public Employment Relations Commission in RO-2020-051 and referenced as the Blue Collar Supervisors Bargaining Unit.

This agreement includes Supervisors the Department of Public Works: Division of Streets and Roads, Sanitation, Fleet Services, Municipal Property, and Sports Turf and Open Space. Confidential employees and management, including department heads, are excluded from this Agreement.

The positions currently covered by this agreement are as follows:

- Supervisor of Streets and Roads
- Supervisor of Sanitation
- Supervisor of Fleet Services
- Supervisor of Municipal Property
- Supervisor of Sports Turf and Open Space

**SECTION 1.2**

- A. This Agreement is made between the Township of Evesham (hereinafter referred to as Township or Employer) and the Government Workers Union (hereinafter referred to as GWU or Union).
  
- B. This Agreement has as its purpose the following objectives:
  - 1. To achieve, and thereafter maintain, a harmonious relationship characterized by mutual respect and cooperation;
  
  - 2. The establishment of an equitable, peaceful, and fair procedure for the resolution of differences;
  
  - 3. The establishment of negotiated rates of pay, hours of work, and terms and conditions of employment.

- C. The Employer and Union enter into this Agreement with the expectation that its implementation will enhance the ability of both to serve the interests of its constituents.
- D. The parties recognize and endorse the responsibility of the Employer to provide the highest quality service to its residents. The parties further subscribe to the traditional principles of professional ethics.
- E. The Employer and the Union have entered into collective negotiations and mutually agree to terms as follows:

**ARTICLE II  
DEFINITION OF TERMS**

**SECTION 2.1. DEFINITION OF TERMS**

Unless otherwise indicated to the contrary, the following terms, when used herein, shall be defined as follows:

- A. Employees - refers to workers in a job title included the bargaining unit as described in Article 1, section A (1) above
- B. Union – refers to the Government Workers Union
- C. Employer – refers to the Township of Evesham, New Jersey
- D. Management – refers to employees with supervisory authority of employees in this bargaining unit
- E. Authorized Representative – refers to Union and Employer employees who are officially authorized by virtue of position and/or delegated authority to insure the correct and proper implementation of the terms contained herein
- F. Emergency – refers to a sudden and generally unexpected occurrence demanding immediate attention

**ARTICLE III  
DURATION OF AGREEMENT**

**SECTION 3.1 TERM**

- A. This agreement shall bind all parties for the period of **January 1, 2024 to December 31, 2026**, and thereafter until a successor agreement is negotiated and signed.
  
- B. Wage benefits and medical benefits affecting this period are effective immediately, except for new employees subject to New Jersey State law, rules, regulations, and guidelines on medical and prescription coverage. Dental insurance shall be provided to new employees on the first day of the month subsequent to their first ninety (90) days of employment.
  
- C. All provisions of this Agreement shall be and continue in full force and effect after December 31, 2026, unless and until superseded by a subsequent Agreement.

**ARTICLE IV  
UNION RIGHTS**

**SECTION 4.1 UNION DUES**

The employees represented in this bargaining unit may not request payroll deductions, or the payment deductions, or the payment of dues to any labor organizations other than the duly certified majority representative pursuant to the New Jersey Employer- Employee Relations Act. The Township shall withhold dues from each Union member's pay in the amount authorized by the Union. The amounts to be deducted shall be certified to the Township by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with the itemized statement of employees and contributions, to the Treasurer of the Union monthly. The Union will deliver a request for payroll deduction signed by each Union member, officer, or non- member who voluntarily requests to pay dues. Any new employee who becomes a member of the Union will deliver to the Township a request for payroll deductions signed by that employee. Any new member may submit the form at the time of his/her original hiring or at any time thereafter.

Any written designation by an employee covered by this Agreement to revoke authorization for dues deductions must be received in writing by the Township and the Union, and it will be handled in accordance under terms of the NJ Workplace Democracy Act.

The Union agrees to indemnify and hold harmless the Township from any causes of action, claim, loss or damages incurred as a result of this clause.

## **SECTION 4.2. UNION REPRESENTATIVES**

The Township recognizes the right of the Union to designate a Local Representative and alternate Representatives, at the discretion of the Union, from employees within the bargaining unit. The authority of the Local Representative and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

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. No other notices shall be posted until it has been submitted to and approved by the Township. Such approval shall not be unreasonably withheld. No anonymous, malicious, or inflammatory material may be posted. The employer reserves the right to unilaterally remove any posted material not meeting the conditions of this Article, which removal may not be agreeable.

- a. The Local Representative(s) shall not be unreasonably denied access to telephones and office equipment for official union business.
- b. The Local Representative shall have the top seniority within the department for purposes of lay-off and recall only. If the Local Representative resigns or fails to hold his/her position, his/her seniority position will revert immediately to the seniority date, which he/she would have had if he/she had not held the position of Local Representative. Any change to the identity of the designated Local Representative shall be reported in writing by the Union to the Township within (5) days of such change.

## **SECTION 4.3 UNION ACCESS TO PREMISES**

Duly authorized representatives of the Union shall be admitted to the premises for the purpose of assisting in the adjustment of grievances, investigation of working conditions and for the investigation of complaints that the contract is being breached. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations.



#### **SECTION 4.4 HEALTH AND SAFETY**

- A. The employer agrees to provide a healthy and safe working environment.
- B. The employer agrees to make available disclosure information on hazardous materials in the workplace in accordance with Right-to- Know Law.
- C. The Union shall be permitted to make an employee appointment to any joint safety committee(s).

#### **SECTION 4.5 PERSONNEL PRACTICES**

- A. Each new employee in the bargaining unit shall be given an employee handbook, appropriate benefit material and afforded the opportunity to an orientation to assist the new employee with understanding the employer's operations and employment expectations. Policies and Procedures shall be made available to all employees and the Union.
- B. The employer will promote the concept of upward and lateral mobility and in- house promotion. The employer will post all job vacancies and promotional opportunities on Union bulletin boards and mail a copy to the Union office. Such posting shall be made at least five (5) days in advance of the application closing date and remain until such vacancy is filled.
- C. Each employee (and the Union) shall be given the opportunity to review and copy the contents of his/her employee personnel file during the next business day following receipt of a written request to the Township Manager or the Manager's designee.
- D. Employees shall have the right to respond to the subject of any document in the employee's personnel file, within thirty (30) days of the employee's awareness of the document and have such response attached to the document.

**SECTION 4.6 UNION MEETINGS**

Whenever practicable, labor/management meetings, negotiation meetings, or grievances between representatives of the Township and Union representatives shall be scheduled during regular working hours of affected employees. Said meetings shall not interfere with essential business operations.

**ARTICLE V  
MANAGEMENT RIGHTS**

**SECTION 5.1 MANAGEMENT RIGHTS**

It is recognized that the management of the Department, the control of its properties and the maintenance of order and efficiency is solely the responsibility of the Township. Accordingly, the Township retains the right, including but not limited to, the following: select and direct the working forces, including the right to hire, suspend, or discharge for just cause, or otherwise discipline, assign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide the number and locale of its facilities, stations, etc.; to determine the work to be performed within the unit, the amount of supervision necessary, methods, schedules of work and work hours together with the selection, procurement, design, engineering and the control of equipment and materials; and to purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules in writing which shall not be inconsistent with this Agreement or State Law.

**SECTION 5.2 TOWNSHIP RULE MAKING**

New rules or modification of existing rules governing working conditions must be negotiated with the Union before they are established.

**ARTICLE VI  
WORKWEEK AND PAY PERIOD**

**SECTION 6.1 WORKWEEK**

Regular Shift 7:00am - 3:00pm  
Memorial Day through Labor Day 6:00am - 2:00pm  
November 1 through December 31st 6:00am - 2:00pm  
May be flexible upon mutual agreement, in writing.

Each employee shall be entitled to two (2) fifteen (15) minute breaks per shift.

**SECTION 6.2 PAY PERIOD**

Employees shall be paid on a bi-weekly pay period.

**SECTION 6.3 PAY DAY**

Paydays shall be every other Friday except when that day is a holiday, in which case payroll shall be distributed on the regular workday immediately preceding the holiday.

**ARTICLE VII  
SALARIES AND WAGES**

**SECTION 7.1. SALARIES AND WAGES**

- A. Wage increases
  
- B. 2024 - 2.5%  
2025- 2.5%  
2026 - 2.5%

**Effective January 1, 2024, Robert Murray's base salary will be \$75,000**

## **SECTION 7.2. OVERTIME**

- A. Overtime shall be paid at 1½ times the employee's regular hourly rate. An employee will receive overtime pay for any and all hours worked over eight (8) hours in a day or forty (40) worked hours in a normal Monday through Friday workweek. All overtime must be approved by the Department Head prior to working such overtime.
- B. All work performed on a Sunday shall be paid at the premium rate of 1.75 times the employee's regular hourly rate.
- C. Employees may choose to receive compensatory time for overtimes hours worked. in lieu of overtime pay. Compensatory time will be calculated at 1 ½ times for every hour of overtime worked, except on Sundays when the rate would be 1.75 times the regular hourly rate.

Compensatory time is limited to forty (40) hours per year. All compensatory time must be cashed out by December 31st of each year if not used on a yearly basis.

- D. "Scheduled/Event overtime will be offered on a rotating seniority basis. If declined, the offer reverts to rotating inverse seniority."

## **ARTICLE VIII BENEFITS**

### **SECTION 8.1. HEALTH / DENTAL / 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. The base insurance plan provided by the employer will be either the Gold Plan or the Silver Plan at the employee's discretion. An employee who wishes to have the Gold Plan Plus or the Platinum Plan may do so but shall be responsible for paying the difference necessary to upgrade at his/her own expense via payroll deduction. The Township reserves the right to change the insurance carriers as long as equal to or better benefits are provided. Current members shall contribute to medical, prescription benefits in accordance with Chapter 78, P.L. 2011 chart at the highest level (Year 4) specified percentage of the plan premiums for a salary range, but not less than 1.5% of salary. Employees who volunteer to participate in the Township's "Opt-Out" program shall receive an amount consistent with the provisions of Chapter 2, P.L. 2010. All members are required to register with (but not necessarily utilize) "Teldoc" if this or a similar program is available through the health insurance program.

As of 1/1/2024, the Bronze plan is the base plan for all new employees. The Township will fund the HSA account the maximum out of pocket expense per the plan documents for two years and then going forward, 50% of the deductible for any Member who takes the Bronze healthcare plan from the Township at any point throughout this contract term. This is an incentive for members to choose the Bronze plan. The contributions are based on the current policy provisions. As an example, based on the 2024 rates, this equates to \$5,000 in-network out-of-pocket maximum for 2 years and then \$1600 in-network deductible going forward for a Member on the family coverage Bronze plan, or \$2,500 for 2 years and then \$800 going forward for a Member on the single coverage Bronze plan. Should the maximum out of pocket or deductible amount change for the subsequent years, the amounts will be adjusted. Any Member currently employed will continue to have a choice of healthcare plans offered by the Township, except that a Member who chooses to take the Bronze plan, and accepts the increased contribution into their HSA account, must remain on the Bronze plan for at least 2 years. All Members hired on or after 1/1/2024 will have the Bronze plan as their standard health insurance plan. New Members hired on or after 1/1/2024 will have their HSA account funded by the Township for the full out-of-pocket maximum on the plan at the time of their hiring for the first two years on the plan and then 50% of the deductible going forward. New Members still have the option of selecting a greater plan subject to section 2 above.

## **SECTION 8.2 PRESCRIPTION**

Prescription co-pays and deductibles will coincide with the plan selected by the employee.

## **SECTION 8.3 VISION PLAN**

The Township shall provide an annual reimbursement of \$200.00 per person for non-covered vision expenses. The Township will reimburse bargaining unit employees for costs associated with the replacement of damaged eyewear when such damage is caused during working hours in the regular course of the employee's duties. Such reimbursement shall not exceed \$300.00.

**ARTICLE IX  
LEAVE TIME**

**SECTION 9.1 VACATION**

- A. Employees hired after January 1, 1994, shall be entitled to vacation leave with pay according to the following schedule: (time is pro-rated based on calendar year).
1. Employees with 0 – 5 years of service shall earn eighty (80) hours (10 days) vacation per year.
  2. Beginning the sixth (6th) year to the end of the tenth (10th) year, employees shall earn one hundred twenty (120) hours (15 days) vacation per year.
  3. Beginning the eleventh (11th) year to the end of the nineteenth (19th) year, employees shall receive thirteen point thirty-three hours per month (20 days per year).
  4. Beginning the twentieth (20th) year and each year thereafter, employees shall receive two hundred (200) hours (25 days) vacation per year.
- B. Any employee covered by this agreement hired prior to January 1, 1994, shall be entitled to the following:
1. Employees with 0-5 years of service shall earn ten (10) hours of vacation for each month of service (15 days per year).
  2. Beginning the sixth (6th) year to the end of the tenth (10th) year, employees shall receive twelve (12) hours per month (18 days).
  3. Beginning the eleventh (11th) year to the end of the fifteenth (15th) year, employees shall receive thirteen point thirty-three (13.33 hours) per month (20 days per year).
  4. Beginning the sixteenth (16th) year and each year thereafter, employees shall receive sixteen point sixty-seven (16.67) hours per month (25 days per year).
- C. Vacation shall be requested and approved at least one week in advance by a respective Department Head giving preference choice according to seniority, where practicable and where consistent with continued efficient operations.
- D. Vacation days shall accrue on a monthly basis and are pro-rated for the years when an employee is hired and leaves the employment of the Township in good standing.

- E. An employee, at the time of retirement or separation in good standing, is entitled to payment for all accrued, unused vacation leave. In the event that an employee is entitled to vacation leave at the time of his death, the spouse or the estate of the employee shall receive the earned vacation time.
- F. Vacation leave shall not be granted during the orientation period. An employee who terminates employment during the orientation period shall not be paid for any days accrued during that period.
- G. Payment for accumulated vacation days will not be made to employees whose employment was terminated for just cause.

**SECTION 9.2 HOLIDAYS**

- A. The following days are recognized as holidays for the purpose of this Agreement. Employees must work the day before and the day after said holiday to receive holiday pay:

- |                  |                        |
|------------------|------------------------|
| New Years' Day   | Martin Luther King Day |
| Presidents Day   | Good Friday            |
| Easter Monday    | Memorial Day           |
| Independence Day | Labor Day              |
| Columbus Day     | Veterans Day           |
| Thanksgiving Day | Thanksgiving Friday    |
| Christmas Day    | Day after Christmas    |

An employee, however, must work the Day after Christmas. The employee who works shall be selected by the employees consistent with past practice. The employee who works shall be granted a floating holiday in the following year. Juneteenth is also recognized as a holiday. This shall be considered a floating holiday to be exercised by employees upon notice to employer.

- B. Any employee who is required to work on said paid holiday shall receive double (2.0) times his hourly rate of pay for all hours worked only if the employee worked both the day before and the day after said holiday. If both the day before and day after said holiday are not worked by the employee, the employee will not be paid for the holiday unless such absence is approved leave or previously scheduled vacation.
- C. General Election Day shall be considered a floating holiday. The use of said floating holiday must be scheduled in advance in the same manner that applied to vacation days. The floating holiday cannot be carried into the following year.

- D. The employees shall receive additional leave time equivalent to the time Town Hall is closed due to a declared state of emergency or natural disaster (snow, flood, hurricane damage). This time does not extend to situations unique to the Municipal Building or site (example: HVAC or similar issues).

### **SECTION 9.3 PERSONAL DAYS**

- A. The Township shall allow employees to receive personal days off per year for pressing personal business in accordance with the following schedule:

During the first twelve months of employment - 1 personal day

During the second year of employment - 2 personal days

During and after the third year of employment - 3 personal days

- B. Employees shall request Personal Days in writing, when possible, in accordance with the personnel policies established by the Department Head. Upon receipt of such a request, the Department Head shall allow or deny same within three (3) days.
- C. Personal Days do not accrue from year to year and are pro-rated for the year when the employee leaves the employment of the Township.
- D. Personal Days cannot be used during a new employee's orientation period.
- E. In an emergency situation, an employee's request shall not be unreasonably denied, and the three-day notice period shall not apply.

### **SECTION 9.4 SICK LEAVE**

Employees shall be entitled to accrual of one and one-quarter (1-1/4) days of paid sick leave for each month of employment (fifteen (15) days maximum).

After the completion of one (1) year of employment with the Township, an Employee shall be allocated on January 01 of each year for that year's expected accrual of fifteen (15) days. The advancement of sick leave each year is based on the fact that it is anticipated that the employee will have continuous employment throughout the calendar year. An employee who separates employment and has used advanced Sick Leave shall reimburse the Township for said time advanced and not earned.



Unused accrued paid sick leave benefits shall accumulate from year to year. Unused sick leave from one year shall carry-over to the next year. Paid sick leave benefits shall be paid with respect to workdays absent on the following basis:

A. 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.

B. Earned sick leave may be used for the following:

1. An employee's own mental or physical illness, injury or health condition;
2. Preventive care such as a medical, dental or optical appointment and/or treatment;
3. Care of a "family member" (see definition below) with an illness, injury, health condition and/or preventive care needs such as a medical/dental/optical appointment.
4. Closure of all Township services, including essential services, or closure of the employee's child's school/place of care by order of a public official for any health-related reasons.
5. Time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability; or
6. Circumstances related to an employee's or their family member's status as a victim of domestic or sexual violence (including the need to obtain related medical treatment, seek counseling, relocate or participate in related legal services).

C. "Family member" " is defined as a child (including biological, adopted, foster, stepchild, legal ward or child of a domestic partner or civil union partner), grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of the employee, or a sibling of a spouse, domestic partner, or civil union partner of the employee, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

D. Sick leave **will accrue but** may not be used by new employees until the completion of ninety (90) days of employment.

E. If an employee leaves employment and is rehired within six (6) months of separation, any accrued, unused Earned sick leave will be reinstated to the employee's Earned sick leave balance.

- F. Employees are required to provide at least seven (7) calendar days of notice for foreseeable absences (e.g. pre-scheduled surgeries or appointments, if possible). Employees should make a reasonable effort to schedule the use of sick leave in a manner that does not unduly disrupt the operations of the Employer.
- G. Employees must give notice of their intention to use leave as soon as practicable and adhere to established call-out procedures.
- H. If an employee is absent for three (3) or more consecutive days, the employee must provide a signed doctor's note or other documentation substantiating that the employee used sick leave for a covered purpose, if requested by Employer.
- I. Employees must use sick leave in one (1) hour increments, unless they were scheduled to work fewer than eight (8) hours on a day when they took sick leave, in which case their earned sick leave balance will be reduced by the number of hours they were scheduled to work.
- J. In case of leave of absence due to exposure to contagious disease, a certificate from a medical doctor shall be required which shall certify that the employee may work around coworkers without danger to the spread of such disease prior to employee's return to work.
- K. The Township may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, 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 his normal duties or that his return will not jeopardize the health of other employees.
- L. The Township will pay one half (1/2) of accrued sick days upon termination of employment with a maximum payout of seventy-five (75) days (600 hours) \$15,000 maximum accrued sick leave. The Township will pay only if the employee retires.

Jay Anderson is grandfathered at 75%.

- M. Sick days shall accrue at a rate of one and one-quarter (1-1/4) days for each month of employment and are pro-rated for the year the employee is hired and leaves employment of the Township in good standing.

- N. Abuse of paid sick leave is grounds for disciplinary action, up to and including employment separation. Examples of such abuse include, but are not limited to, instances where an employee is a no-call/no-show, an employee is absent and receives paid sick leave for a reason that is not covered by this policy, an employee submits fraudulent and/or misleading statements or documentation to management or where an employee engages in chronic or patterned absenteeism such as repetitively misusing such leave immediately before or after the use of scheduled vacation, personal days, Fridays, and/or Mondays.
- O. Employees who exceed their paid sick leave entitlement during a calendar year are subject to disciplinary action, up to and including employment separation, if the reasons for those absences do not otherwise qualify for protection under the Family and Medical Leave Act, the New Jersey Family Leave Act, or other applicable leave laws.

**SECTION 9.5 BENEFITS AFTER RETIREMENT**

The Township will provide benefits (Base Plan) after retirement (until eligible for Medicare coverage) to employees who are fifty-five (55) years of age with twenty-five (25) years in PERS in accordance with the following schedule:

Sick Hours to be <u>Exchanged</u>	Single Coverage Benefits to <u>Retired Employees</u>	Husband/Wife Coverage Benefits to Retired <u>Employee</u>
960	Medical Insurance	
1160	Medical & Prescription or	Medical Insurance
1360	Medical / Prescription / Dental or	Medical & Prescription
1560		Medical / Prescription / Dental

For all employees hired after January 1, 2009, the following schedule applies:

Sick Hours to be <u>Exchanged</u>	Single Coverage Benefits to <u>Retired Employees</u>	Husband/Wife Coverage Benefits to Retired <u>Employee</u>
1800	Medical Insurance	
2000	Medical & Prescription or	Medical Insurance
2200	Medical / Prescription / Dental or	Medical & Prescription
2400		Medical / Prescription / Dental

Retirees shall contribute three percent (3%) of their retirement income towards health insurance premiums.

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. Any hours 2,400 or above shall be converted to health benefits coverage.

Employees hired after January 1, 2021, will not be eligible for benefits after retirement, unless entitled to same under another Collective Bargaining Agreement.

#### **SECTION 9.6 MILITARY LEAVE (REGULAR FULL TIME)**

The Township will abide by the language in Federal and State Statutes.

#### **SECTION 9.7 JURY DUTY LEAVE**

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 the difference between his daily job rate up to a maximum of eight (8) hours and the daily jury fee 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.
- D. At the Township's request, adequate proof must be presented of time served on jury and the amount received for such services.

## **SECTION 9.8 BEREAVEMENT 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:

- A. Five (5) days, one of which shall be the day of the funeral or service, for death of spouse, children, stepchildren, legally adopted children, parents, brother, sister, grandparents, mother/father in-law, brother/sister in-law. If additional bereavement time is desired by the member for any relative listed above, the township will allow the member to utilize any accrued time for this purpose for so long as it is contiguous to the bereavement leave and used within ten (10) days after the employee's relative's death or Memorial Service.
- B. Three (3) days, one of which shall be the day of the funeral or service, grandchildren, step-grandchildren. Vacation or personal days will be used for all other relatives.
- C. Employees requesting bereavement leave will sign a certification attesting to their relationship to the deceased and will provide a copy of the obituary.

## **SECTION 9.9 LEAVES OF ABSENCE**

- A. The Township shall abide by all federal and state laws and regulations pursuant to FMLA, NJFLA and NJFLI.
- B. Worker's Compensation - Employees who received Worker's Compensation are additionally entitled to a leave of absence as follows:
  - 1. Nine (9) months leave, inclusive of the twelve (12) weeks provided under FMLA;
  - 2. Upon written request and appropriate medical documentation per Township procedures, this period may be extended once at the sole discretion of the Township Manager for up to six (6) additional weeks;
  - 3. An employee who is unable to return to work after the leave time taken under paragraphs (1.) and (2.) above shall be permitted to utilize his/her accumulated sick days, personal days and vacation days thereafter.

The total leave time taken pursuant to paragraphs (1.), (2.) and (3.) above, shall not exceed twelve (12) months, unless permitted by NJFMLA or NJFLA

- C. The Township reserves the right to deny a request for leave of absence without pay for any extension thereof in accordance with Federal and State laws.
- D. 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 termination.
- E. Failure of an employee to return to work promptly upon the expiration of authorized leave shall be considered a voluntary resignation unless the leave qualifies under ADA.

#### **SECTION 9.10. DELEGATE LEAVE**

Any employee serving as a Union Delegate may be granted permission to attend Union meetings and conventions. Said leave shall be limited to two (2) employees for a maximum of ten (10) cumulative days, during a regular calendar year.

### **ARTICLE X SENIORITY**

#### **SECTION 10.1. SENIORITY**

- A. Seniority is defined to mean an employee's accumulated length of continuous service with the Township. An employee's length of service shall not be reduced by time lost due to an absence for a bona fide illness or injury certified by a physician.
- B. Employees with special skills shall be assigned based on qualifications.
- C. Promotions: A member of this bargaining unit who accepts promotion or transfer to a municipal position outside of this bargaining unit shall have the right to return to a vacant position within this bargaining unit within one (1) year of the date he/she left such unit. He/she shall be given seniority credited at the time he/she left the bargaining unit, including all time accrued in the position prior to returning to the bargaining unit.

#### **SECTION 10.2 SENIORITY RANK AND POSTING**

- A. During the month of January, the Township shall post in a conspicuous place, a seniority list of employees from the regular payroll list.
- B. Any controversy over the seniority standing of any employee on the seniority list shall be submitted as a grievance within thirty (30) days after posting after which the list shall become binding.
- C. An employee who has satisfactorily completed his probationary period shall gain seniority status. Said employee's name shall be added to the list as of his first day of employment.

**ARTICLE XI  
DISCIPLINE, TERMINATION**

**SECTION 11.1. DISMISSAL / SUSPENSION**

No employee may be dismissed, suspended, disciplined, reprimanded, or receive adverse action or evaluation without just cause. Nothing shall prohibit the Union from investigating the dismissal or suspension and resorting to the grievance procedure provided in this Agreement. Except where the provisions of this article provide for immediate dismissal, the employer shall give the Union notice of said discharge or suspension.

A Staff Representative of the Union must be in personal touch with the employer within forty-eight (48) hours after the employer has sent notice of his intent. If there is no response from the local Union representatives within forty-eight (48) hours, the employer may take appropriate action subject to appeal through the grievance procedure. If requested a probable cause 'Laudermill' hearing will be held within forty-eight (48) hours of request.

The employee shall have the right to appeal said dismissal or suspension of greater than three (3) days through the grievance procedure.

**SECTION 11.2 IMMEDIATE DISMISSAL**

The parties agree that any one of the following offenses shall constitute sufficient grounds for immediate dismissal upon finding of guilt:

- A. Calling in or participating in any kind of strike, work stoppage, slow down, strike threat, sick-out or walk-out.
- B. The Township may test an employee if there is reasonable suspicion to suspect said employee is drunk or under the influence of alcoholic beverage(s) during working hours. Refusal to take a properly administered test shall be considered sufficient evidence of drunkenness or being under the influence of alcohol.
- C. Possession, use or consumption of any alcoholic beverage on Township property before, during or after working hours.
- D. Conviction of commission of an act prohibited by N.J.S.A. 2C: Chapter 11 through 40 inclusive, any violation of the provisions of this code of the Township of Evesham, including but not limited to 22-13, or any other offense involving dishonesty.
- E. Carrying an unauthorized passenger in a Township vehicle or use of a Township vehicle for any unauthorized purpose.
- F. Possession or use of non-prescribed legend or narcotic drugs while on the job or being under the influence of such drugs while on the job. Drug testing of employees involved in a vehicle or job-related accident, which results in a positive test, or refusal of employee to take a drug test after such employee was involved in vehicle or equipment job-related accident.
- G. Being absent without authorization for five (5) consecutive days.
- H. Assault on Township employees or Township representatives.
- I. Knowingly altering another employee's or employee's own time-card.



**ARTICLE XII  
LAYOFF**

**SECTION 12.1 LAYOFF**

Employees may be laid off or furloughed solely for the purposes of economy and efficiency. The employer will give the Union thirty (30) days' notice of intent to lay off. After notice is given, the parties will meet and negotiate the terms of said layoff or furlough, in good faith.

**ARTICLE XIII  
GRIEVANCE PROCEDURE AND ARBITRATION**

**SECTION 13.1.GRIEVANCE PROCEDURE AND ARBITRATION**

**A. PURPOSE**

The purpose of this procedure is to secure, at the lowest possible level, an equitable and peaceful resolution to any problems which arise affecting the terms and conditions of this agreement or the application of policies, procedures, work rules or management decisions.

**B. DEFINITIONS**

The term grievance as used herein means the interpretation, application or alleged violation of this agreement, policies, procedures, work rules, or any decision affecting employees covered by this agreement.

**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.

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

Step 1. The aggrieved party or Union shall institute action by filing a written statement to his/her Department Head. This shall be done no later than seven (7) working days after the event giving rise to the grievance. An earnest effort shall be made to settle the differences between the aggrieved party and the Department Head with the intent of resolving the matter informally. The resolution or non-resolution of differences shall be memorialized, in writing, by the Department Head of the aggrieved party and provided to the Township and the Union Office.

Step 2. If the aggrieved party or Union is not satisfied with the handling or the results of the grievance procedure at the Second Step, each may, within ten (10) working days notify, in writing, the Township Manager to have the Township Manager rule on the grievance in question. A Hearing 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 Township shall have the burden of presenting its case. The aggrieved will appear with a representative(s) of the Union and present any relevant witnesses and evidence. The Township Manager (or his designee's) response to the facts of 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 the time requirements contained in the grievance procedure may be granted only by mutual written consent of all parties.

Step 3. If the grievance is not settled through Steps One or Two, either party shall have the right to submit the dispute to arbitration within thirty (30) working days pursuant to the rules and regulations of the Public Employees 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 on the 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 binding and final.
3. The arbitrator's decision shall be in writing, with reasoning and delivered within thirty (30) days of close of the arbitration.
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.

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within 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 thereunder, then the disposition of the grievance at the last proceeding 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 at any step in the grievance procedure.

## **ARTICLE XIV EMERGENCY OPERATIONS**

### **SECTION 14.1 EMERGENCY OPERATIONS**

- A. Every employee covered by this agreement understands that responding to emergencies is a condition of employment. The employee will supply management with a telephone number at which he/she can be reached and an alternate telephone number.
  
- B. No employee shall work more than eight (8) hours at a time beyond a regular shift (16 hours max) except in the event of a declared state of emergency. Each employee shall be eligible for one (1) thirty (30) minute break every four (4) hours. The first break can come after two (2) hours worked past the normal shift. The cost of meal reimbursement shall not exceed \$15.00 per meal or \$45.00 in the overtime period.
  
- C. All hours worked over 16 hours in a day shall be paid at 1.75 times the employees hourly rate

### **SECTION 14.2 EMERGENCY CALL-INS**

- A. Whenever an employee is called to work beyond the normal workday, the employee shall receive a minimum of three (3) hours at the overtime rate. Compensation will commence at the time the employee is called. Minimum guarantee call-in provisions do not apply if the employee is requested to report early for a regular shift or if the employee is held over at the end of a regular shift.

- B. Mobil Phone/Stand-by Pay - Employees subject to "On-Call" status shall receive \$100.00 per week for such on-call availability. The Township shall determine the employee(s) who shall be required to remain on-call after regular business hours to include weekends and holidays and only those specifically directed to do so shall be entitled to the on-call pay. In the event an employee's availability for on-call pay is limited, the on-call pay shall be pro-rated to reflect the hours the employee is available. The employee's limits shall be due, generally, to the employee's inability to be available due to circumstances beyond his/her control (i.e. due to medical restrictions) and not simply due to the employee's desire to have limited or reduced availability.

## **ARTICLE XV INDEMNIFICATION**

### **SECTION 15.1 EMPLOYEE'S BAIL AND INDEMNIFICATION**

The Township will pay bail, upon request, only if the charge stems from the performance of the employees' duties and the employee has not violated local, State or federal laws. The Township will provide bail to employees who need the same resulting from official business. The Township will indemnify and absorb the cost of legal defense for all employees facing litigation arising from/during their employment.

## **ARTICLE XVI EMBODIMENT OF AGREEMENT**

### **SECTION 16.1 EMBODIMENT OF 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 the Township and any individual employee covered by this agreement is hereby superseded.

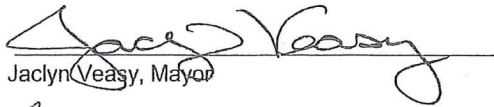
### **SECTION 16.2 NO STRIKE CLAUSE**

It shall be the mutual objective of the Union and the Township to provide for uninterrupted services to the 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 threats, sickouts, strikes, work stoppages, slowdowns, walkouts or other job action against the Township by anyone covered by this agreement. The Union agrees that such action would constitute a material breach of this Agreement. Participation of any of the above shall be deemed grounds for disciplinary action up to and including termination of employment.

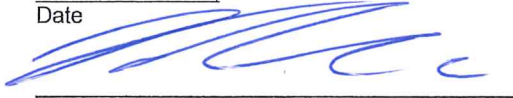
**ENDORSEMENTS AND CERTIFICATION**

IN WITNESS THEREOF, the parties have affixed their hands and seals and agree to be bound and abide by all terms and conditions as set forth herein.

**TOWNSHIP OF EVESHAM**

  
Jaclyn Veasy, Mayor

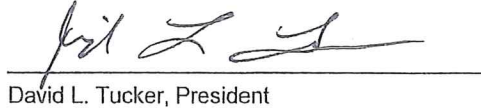
6-12-2024  
Date



L. Lavon Phillips, (Acting) Township Manager

20 JUN 24  
Date

**GOVERNMENT WORKERS UNION**

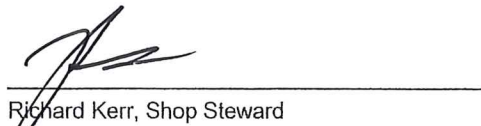
  
David L. Tucker, President

06.14.2024  
Date



Dennis Lalumiere, Business Agent

6-14-2024  
Date

  
Richard Kerr, Shop Steward

6/20/24  
Date