

THIS BOOK DOES NOT CIRCULATE

AGREEMENT

Between

TOWNSHIP OF CHERRY HILL,  
CAMDEN COUNTY, NEW JERSEY

AND

LIBRARY  
Institute of Management and  
Labor

MAR 14 1979

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES, AFL-CIO

LOCAL 2268

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January 1, 1977 through December 31, 1979

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PREAMBLE

This Agreement entered into this *21<sup>st</sup>* day of *August* 1977, by and between the TOWNSHIP OF CHERRY HILL, in the County of Camden, New Jersey, a municipal corporation of the State of New Jersey, (hereinafter called the "Township"), and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 2268, (hereinafter called the "Union" or "Council"), represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I

RECOGNITION

A. The Township, pursuant to Public Employment Relations Commission, Docket No. RO-880, recognizes the Union as the representative for the purposes of collective negotiations for all blue collar employees employed by the Township in the Department of Public Works, but excluding all other blue collar workers, Policemen, professional, craftsmen, confidential employees and supervisory employees within the meaning of the Act, and all other employees of the Township of Cherry Hill.

B. Whenever titles are used in this Agreement they shall be defined to include the plural as well as the singular, and to include males and females.

ARTICLE II  
DEDUCTIONS IN SALARY

A. The Township agrees to deduct the Union monthly membership dues from the salaries of those employees covered by this Agreement who individually request in writing that such deductions be made. Such deductions shall be made in accordance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9(c), as amended. Said monies shall be transmitted to the Treasurer of the Union, together with a list of names of all employees for whom the deductions were made by the fifteenth (15th) day of each month of the succeeding month after the deductions were made.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Township Manager written notice sixty (60) days prior to the effective date of said change. The Township agrees to notify the Union in writing within thirty (30) days of termination of employment for the purposes of this Article.

C. The Union will provide the necessary "check-off authorization" form and deliver the signed form to the Township Manager. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Union to the Township.

Article II continued:

D. The employer agrees to deduct an amount of money which is to be certified to it by the Union from the total wages of employees within the unit who have voluntarily agreed to participate in an insurance program (non-work related disability program) to be selected by the Union. The Union agrees to save harmless and indemnify and defend the Township against all claims. It is understood that the insurance program is not an additional fringe benefit and that the employer's participation is limited to that of collecting the money and forwarding it to the proper carrier as certified by the Union.

ARTICLE III

HOURS AND OVERTIME

A. The normal working week shall consist of forty (40) hours per week, eight (8) hours per day, five (5) days a week, except for the Sanitation Division, as set forth in Section K.

B. The Township may change the starting time of work shifts and the work shift providing seventy-two (72) hours prior notice is given to the employees affected, except in the event of an emergency.

C. Where the nature of the work involved requires continuous operations on a twenty-four (24) hour per day, seven (7) days per week basis, employees so assigned will have their schedules arranged in a manner which will assure, on a rotation basis, that all employees will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year.

D. All work performed in excess of forty(40) hours in any week or eight (8) hours per day shall be considered overtime and shall be paid for on the basis of time and one-half (1 1/2).

E. Overtime shall be distributed as equitably as possible provided the employee has the ability to do the work, and all employees shall be expected to work a reasonable amount of overtime when requested. Overtime shall be distributed on the basis of seniority. The rotational list for distributing overtime shall be the offering of available overtime to the most senior employee in a respective division, and thereafter to the next most senior employee, on down the line to the least senior employee. In the event that overtime is refused or rejected by any employee, after all employees have been offered said overtime

Article III continued:

in order of seniority, then the superintendent of said division shall have the right to assign the available overtime to such employee as he may deem necessary and qualified to perform the overtime work. In the event that any given employee rejects the overtime, the offer of overtime work then proceeds through the seniority list, and upon the future requirement for overtime work said offer of overtime begins with the next person available on said rotational list.

F. No employee shall request, nor shall the Township permit an employee to have his work shift or regular work schedule altered for the purpose of avoiding overtime.

G. Where more than one work shift per day within a given classification is in effect, employees with such classifications will be given preference of shift in accordance with their seniority providing the most senior employee is otherwise qualified and experienced to perform the duties which would be required.

H. In the event an employee is recalled to duty on a scheduled compensatory day off, he shall be paid one and one-half times his regular rate of pay for all hours worked in addition to the compensatory day's pay.

I. All employees shall be permitted a fifteen (15) minute break before noon, a thirty (30) minute lunch period and fifteen (15) minutes prior to the end of their shift and lunch period for personal wash up.

J. Employees assigned to the second shift (4:00 p.m. to 12:00 midnight) shall receive premium pay of ten percent (10%) of their regular hourly rate of pay.

K. Special work rules for the Division of Sanitation are set forth in Appendix A attached hereto.



Article III continued:

L. An assignment to the Sanitation Division shall submit the assigned employees to the work rules set forth in Appendix A.

M. Sanitation Division employees and those assigned thereto, shall not be required to work beyond 6:00 p.m. or the completion of their assigned route, whichever comes first. Overtime thereafter shall be voluntary except in cases of emergency.

N. Employees may be permitted to be released at the normal end of their regularly scheduled shift upon forty-eight (48) hours prior notice. (Sanitation Division: 7:00 a.m. - 3:30 p.m.; All other Divisions: 7:30 a.m. - 4:00 p.m.). Such requests to be scheduled to be released at the normal end of the employees regularly scheduled shift shall not be unreasonably denied.

O. Employees of the Division of Automotive Services assigned to Saturday duty shall be paid 1-1/2 times the rate of pay, and shall be free to complete their work as of the time when all the trucks assigned to the Highway and Sanitation Divisions have returned to the garage or are no longer operating on the road. The employees involved may, at the discretion of each, remain to the completion of their assigned shifts.

ARTICLE IV

MANAGEMENT RIGHTS

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

1. To the executive management and administrative control of the Township government and its properties and facilities and the activities of its employees;
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

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

Article IV continued:

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and 40A or any other National, State, County or Local Laws or Ordinances.

ARTICLE V

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Township's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.

B. The Union covenants and agrees that neither the Union nor any group of persons acting in its behalf, will cause, authorize, engage in, sanction, assist or support any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employees duties of employment), 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.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities as set forth in Section B, or support any such action by any other employee or group of employees of the Township, and that the Union will direct all such members that participate in such illegal activities to cease and desist from same immediately and to return to work, and take such other reasonable steps as may be necessary under the circumstances to bring about compliance with the Union's order.

Article V continued:

D. In the event of a strike, slowdown, work stoppage, or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Township to take disciplinary action.

E. The Union further covenants and agrees that any involvement in and/or participation in either a strike and/or walkout, will be grounds for the termination of employees engaged in such activity.

F. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in Law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE VI  
GRIEVANCE PROCEDURE

A. Purpose

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

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

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, and may be raised by an individual, the Council on behalf of an individual or individuals or the Township.

C. Steps of the Grievance Procedure

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

Step One:

(a) An aggrieved employee or the Council on behalf of an aggrieved employee or employees or the Township shall institute action under the provisions hereof within five (5) days of the occurrence

Article VI continued:

of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

(b) The supervisor shall render a decision within five (5) days after receipt of the grievance, in writing.

Step Two:

(a) In the event a satisfactory settlement has not been reached, the employee or the Council shall, in writing and signed, file his grievance with the Superintendent within five (5) days following the determination at Step One.

(b) A conference will be held with the Superintendent, or his designee, within five (5) days following the receipt of the grievance and a decision in writing will be rendered within ten (10) days following the conference.

Step Three:

(a) In the event the grievance has not been resolved at Step Two, then within ten (10) days following the determination, the matter shall be submitted to the Director of the Department.

(b) The Director, or his designee, shall review the matter and make a determination within twenty (20) days from the receipt of the grievance. Said determination to be submitted in writing

Article VI continued:

to the aggrieved parties.

Step Four:

(a) In the event the grievance has not been resolved at Step Three, then within ten (10) days following the determination, the matter may be submitted to the Township Manager. Said determination shall be in writing submitted to the aggrieved parties.

(b) The Township Manager, or his designee, shall review the matter and make a determination within twenty (20) days from receipt of the grievance.

Step Five - Binding Arbitration:

(a) In the event the grievance has not been resolved at Step Four, then within ten (10) days following the determination of the Township Manager, the matter may be referred to the American Arbitration Association for the selection of an arbitrator in accordance with the rules and regulations of the Association. The decision of the arbitrator shall be binding upon the parties. The fees and expenses of the arbitrator shall be borne equally by the parties. However, all other expenses, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.

(b) The arbitrator shall have no authority to add to, or subtract from the Agreement, and in rendering his decision shall be bound by the laws of the State of New Jersey and the decisions of its Courts.



Article VI continued:

D. Township Grievances

Grievances initiated by the Township shall be filed directly with the Council within five (5) days of the occurrence of the grievance. A meeting shall be held within ten (10) days after filing a grievance between representatives of the Township and the Council in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for binding arbitration in accordance with the provisions of this Article and in accordance with the rules and regulations of the American Arbitration Association. The decision of the arbitrator shall be binding upon the parties. The fees and expenses of the arbitrator shall be equally borne by the parties. All other expenses, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.

E. Departmental Hearing Procedure

It is the desire and intent of the parties to this Agreement in all cases wherein disciplinary action is to be imposed against an employee, exclusive of an oral or written reprimand, that the employee have an opportunity to have an objective evaluation of the matter which has precipitated or caused the initiation of disciplinary action against him.

In order to accomplish this purpose, and in recognition that disciplinary action should be imposed only for just cause, and with proper documentation, and in a fair uniform and equitable manner, the parties hereto agree as follows:

Article VI continued:

(a) In all cases of suspension for three days or more, termination of employment, or a demotion as a consequence of discipline, the employee shall be provided written notice of said disciplinary action. Said written notice of such disciplinary action shall be provided the employee by the party initiating or recommending the specific discipline.

(b) Upon receipt of said notice of disciplinary action, the employee shall be entitled to meet with the designated head of the division in order to discuss the action taken against the employee, and the employee shall be entitled at such meeting to representation by the Union or Council. Said meeting shall take place within two (2) days after the employee has requested said meeting in writing.

(c) It shall be the responsibility of said designated head of the division to attempt to resolve the disciplinary matter in the fairest and most equitable fashion.

(d) In the event no resolution is possible at this level, the employee shall be entitled to a conference with the assistant director of the Department of Public Works to review the nature of the disciplinary action imposed, and discuss the same. The employee shall be entitled at this second level conference to the representation of himself by the Union or Council. Within forty-eight (48) hours after this second level discussion and if the matter has not been resolved, the assistant director of the department will notify the employee with regard to the decision from said conference.

Article VI continued:

(e) Thereafter, the employee shall have the right to request in writing that the disciplinary matter proceed to a formal hearing. The employee shall have seventy-two (72) hours after the decision of the assistant director at the second level to request in writing a hearing by the Director of Public Works, who shall be the hearing officer.

The decision of the hearing officer shall be conveyed to the employee.

If the employee wishes to appeal the decision of the hearing officer, said appeal must be submitted in writing to the Township Manager within seventy-two (72) hours of the receipt of the decision from the hearing officer.

(f) The Township Manager, or his designee, shall review the matter and make a determination within twenty (20) days from receipt of the written notice of appeal.

If the employee wishes to appeal the decision of the Township Manager, then within ten (10) days following the determination of the Township Manager, the employee or the Union or Council on his behalf shall file for binding arbitration in accordance with the provisions of this Article and in accordance with the rules and regulations of the American Arbitration Association.

If no appeal is filed with the American Arbitration Association within ten (10) days following the determination of the Township Manager, the decision of the Township Manager shall be deemed final.

Article VI continued:

(g) It is further agreed that in those cases where the nature of the discipline has precipitated or caused the suspension of an employee, that the imposition of the suspension shall be held in abeyance pending the final administrative decision. Thereafter, upon the issuance of a final administrative decision, a copy of said decision shall be provided the employee and the Director of Public Works.

F. Pending Disciplinary Action Resulting From Alleged Job Actions

All disciplinary actions resulting from alleged job actions which took place in or about May 5,7,9 - 13, 1977, shall be subject to final determination by binding arbitration in accordance with the procedures set forth above (Article VI, E). It is further understood that in alleged job actions, which took place in or about May 5,7,9 - 13, that the maximum discipline imposed per occurrence will be that of a ten (10) day suspension, and that no employee will be terminated for participation in either a work stoppage, slowdown or walkout which took place in or about May 5,7,9 - 13, 1977. No suspension imposed for participation in said work stoppage, slowdown or walkout shall exceed ten (10) days per occurrence and all discipline sanctions imposed are reduced, pursuant to the following schedule:

- 1) 3 Day Suspensions - Reduced to - 1 Day Suspension
- 5 Day Suspensions - Reduced to - 2 Day Suspension
- 10 Day Suspensions - Reduced to - 5 Day Suspension
- 15 Day Suspensions - Reduced to - 7 Day Suspension
- Termination - Reduced to - 10 Day Suspension

2) Probationary periods imposed for participation in job actions in or about May 7, 9 - 13 are hereby reduced to sixty (60) days.

ARTICLE VII

VACATIONS

A. Each employee shall be entitled to annual vacation leave with pay in accordance with the following schedule:

1. During the first calendar year of employment if appointed after June 30 0 days
2. During the first calendar year of employment if appointed prior to June 30 One (1) scheduled working week
3. From the second through and including the seventh calendar year of employment Two (2) scheduled working weeks
4. From the eighth through and including the fifteenth calendar year of employment Three (3) scheduled working weeks
5. From and after the sixteenth calendar year of employment Four (4) scheduled working weeks

B. Accumulation of annual vacation leave from year to year may be permitted in the discretion of the Department Head with approval of the Township Manager, however, accumulated vacation leave must be utilized in the year succeeding its accumulation.

C. An annual vacation leave scheduled shall be prepared based upon employee requests two (2) weeks in advance of the desired vacation period, in writing. In the event of multiple requests for the same times, seniority shall prevail.

D. All vacation time may be used in consecutive weeks.

ARTICLE VIII

HOLIDAYS - 1977

A. In lieu of official paid holidays during the calendar year 1977, each employee shall be granted seven (7) compensatory days off.

B. In addition to the above, each employee shall enjoy six (6) paid holidays.

C. Employee shall enjoy the compensatory days off at their request provided a written request twenty-four (24) hours in advance of the request is made, subject to the manpower needs of the Division. The twenty-four (24) hour written notice may be waived in the discretion of the Division Head in the event of personal emergency. Such emergency leave days may not be unreasonably refused.

D. The Six (6) Paid Holidays specified in Section B above, shall be:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

E. An employee who has not worked the day before and after the holiday shall not be paid for such holiday unless such employee had been granted an approved personal day or leave, or was out on sick leave. If the employee is out on sick leave, the employer may require a doctor's certificate.

Article VIII continued:

HOLIDAYS - 1978 AND THEREAFTER

A. In lieu of official paid holidays during the calendar year 1978 and thereafter, each employee shall be granted five (5) compensatory days off.

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

C. Employee shall enjoy the compensatory days off at their request provided a written request twenty-four (24) hours in advance of the request is made, subject to the manpower needs of the Division. The twenty-four (24) hour written notice may be waived in the discretion of the Division Head in the event of personal emergency. Such emergency leave days may not be unreasonably refused.

D. The nine (9) Paid Holidays specified in Section B above, shall be:

1. New Year's Day
2. Martin Luther King's Birthday
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Christmas Day

Article VIII continued:

E. An employee who has not worked the day before and after the holiday shall not be paid for such holiday unless such employee has been granted an approved personal day or leave, or was out on sick leave. If the employee is out on sick leave, the employer may require a doctor's certificate.



ARTICLE IX

PAY IN HIGHER CATEGORY

A. The Township reserves the right to temporarily assign an employee to a higher pay category.

B. An employee who performs the duties of a higher pay category will be paid at the minimum rate for that higher pay category while performing those duties, provided the employee has performed the duties of that higher pay category during a minimum of fifteen (15) days during a calendar year.

C. The pay category in order of ascending priority shall be:

1. Laborer III
2. Laborer IV
3. Laborer V

D. The following job titles shall be assigned to the pay category shown and the minimum rate for the pay category shall be as shown:

	<u>Pay Category</u>	<u>Job Title</u>	<u>Minimum Rate</u>
A.	Laborer III	Laborer Automotive Services Division Serviceman H.S.D. Laborer	+ \$.30 hr.
B.	Laborer IV	Truck Driver Assistant Plant Operator Shade Tree Maintainer Public Grounds Maintainer Welder, Mechanic, H.S.D. Laborer	+ \$.30 hr.
C.	Laborer V	Plant Operator H.S.D. Laborer	+ \$.30 hr.

ARTICLE X

SICK LEAVE

A. Paid sick leave shall be earned at the rate of one and one quarter days per month and unused sick leave may be accumulated without limitation. Such sick leave shall be accelerated whereby each employee will be advanced 5 days sick leave on January 1, 1977; 5 days on May 1, 1977; and 5 days on September 1, 1977.

B. Sick leave is defined as a temporary inability to perform one's duties by reason of illness or injury.

C. Employees shall present evidence of illness or injury after three (3) consecutive days leave or at the employer's request and in any case where the employer has reason to believe the employee has misused the benefit.

D. An employee who is injured on the job, and is sent home or to a hospital, or who must obtain medical attention, shall receive full pay at the applicable hourly rate for the balance of his regular shift on that day.

E. In the event of a work-related illness or injury, the employee shall retain his rights pursuant to the workmen's compensation acts.

F. Where an employee has established entitlement to thirty (30) days of sick leave, the employee shall be permitted in any one calendar year to use up to and including, not more than five (5) days of said sick leave because of the illness or sickness of an immediate member of his family. An immediate member of his family is someone

Article X continued:

who resides in the employee's household, and is either his mother, mother-in-law, father, father-in-law, spouse, or child who lives with him.

In the event that there is some other member of his household who is related to the employee, by blood or marriage, and is not considered within the heretofore defined persons, it shall be at the discretion of the Director of the Public Works to permit the employee to use this sick leave as herein provided.

ARTICLE XI

SALARY SCHEDULE

A. It is understood that all employees covered by this Agreement shall receive a salary increase of five (5) percent for the calendar year 1977, over and above their salary as of January 1, 1977.

B. This increase shall be retroactive to January 1, 1977.

C. The employer agrees to make a contribution to the Union's Health and Welfare Fund equal to \$85 per employee who was employed by the employer as of January 1, 1977 and who is eligible for such program. Additionally, the employer will deduct from the retroactive pay checks of each employee who was employed as of January 1, 1977 and who is eligible, a total of \$21 and it shall forward such amount together with the \$85 contribution to the Union's Health and welfare Fund.

D. An operator of a one-man pack shall be paid at the highest rate for Laborer V.

E. Either party to this Agreement shall have the right to open negotiations on wages for the calendar year 1978.

F. Either party to this Agreement shall have the right to open negotiations on wages and fringe benefits for the calendar year 1979.

G. Notice of intention to open negotiations as provided for in Sections E and F of this Article, shall be accomplished by either party giving notice in writing to the other, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to January 1 of the calendar year for which negotiations are to be opened.

ARTICLE XII

SENIORITY

A. Seniority is defined as an employee's total length of service with the employer, beginning with his original date of hire.

B. Interruptions of service with the Township excluding authorized leaves of absence shall not accrue as seniority.

C. If question arises concerning two or more employees who were hired on the same date, the following shall apply: If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the employer's payroll records, first name, first preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employees last name.

D. In all cases of promotions, demotions, lay off, recall and vacation schedules, and employee with the greatest amount of seniority shall be given preference provided he has the ability to perform the work involved.

ARTICLE XIII

JURY DUTY

A. Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

B. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury duty or jury service.

ARTICLE XIV

BEREAVEMENT LEAVE

A. In the event of a death in the family of an employee --- spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, --- the employee shall be granted a leave of absence with full pay of up to five (5) days from the date of death through day of interment.

B. Proof of death may be required in the Township's discretion.

ARTICLE XV

UNION RIGHTS

A. Employees elected to any State or National Union Office shall at the written request of the Union be granted a leave of absence without pay. The leave of absence shall not exceed one (1) year, but it shall be renewed or extended for a similar period at any time upon the request of the Union.

B. Authorized representatives of Council #71, stewards or officers, whose names shall be filed in writing with the Township Manager, or his designee, shall be permitted to visit any Division of Public Works facility for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Department Head, or his designee, on condition that such approval shall not be unreasonably withheld. The Union representative shall not unreasonably interfere with the normal conduct of the work within the facility.

C. The Township agrees to release for one (1) day with pay, three (3) authorized delegates for attendance at the quarterly Council 71 A.F.S.C.M.E. leadership development program.

The Union agrees to provide two (2) weeks prior notice of the meeting.

D. One member of the unit who is designated by the Union and who has been certified to the employer will be granted three (3) days paid leave to attend the Union's national convention once during each year of this Agreement. Such employee shall be allowed up to two (2) days personal or vacation leave, at his discretion, in conjunction with the three paid days.



ARTICLE XVI

LEAVES OF ABSENCE WITHOUT PAY

A. A leave of absence without pay shall, in the discretion of the Township, be granted for good cause to any employee who has been employed for a period of ninety (90) days after the probationary period.

B. Employees returning from authorized leaves of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits.

C. Any and all requests for leave of absence without pay must be submitted to the Director of the Department of Public Works in writing.

ARTICLE XVII

SAFETY CLAUSE

A. Attached hereto and forming Appendix B, and incorporated by reference herein, is the established Safety Code for the Department of Public Works.

B. The Employer shall maintain reasonably safe conditions of employment pursuant to the requirements of the applicable laws of New Jersey and the United States.

C. At the request of either party the Director of Public Works and/or his designee, and authorized representatives of the Union agree to meet from time to time to discuss the general safety conditions of the Township's facilities, or forthwith to discuss any imminently dangerous conditions.

D. There is herein established a safety committee. The members of said committee shall consist of the Union representatives in the respective divisions (one from each division) within the Department of Public Works. Each of these members so designated shall represent the employees, and the interest of the employees in connection with all matters pertaining to safety. Each of these members shall submit to the assistant director of Public Works those matters which are of immediate concern as to the safety of the conditions of operations and those ongoing programs in which the employees and the Township have a continued interest to provide safe operational methods and procedures and working facilities.

Article XVII continued:

E. In the event that the members of this committee have submitted a potentially dangerous condition or matter for safety consideration to the assistant director, it shall be his responsibility to contact the appropriate insurance representatives of the Township and make a determination as to whether or not the conditions meet satisfactory standards for continued operation in light of the existing insurance coverage available to the Township. The decision of the safety underwriter or the designee of the insurance representative for the writing company shall be final with regard to the safety standards as required in such case.

F. In the event that there is some condition of danger, or safety which is not the subject of insurance, it shall be the responsibility of the assistant director to discuss the matter with the director and the appropriate Township officials, and in their discretion seek the opinion of an outside safety expert to evaluate, correct, or make such appropriate recommendations as are deemed necessary in order to make the conditions operable and safe, applicable to the laws of both the State of New Jersey, and the United States.

ARTICLE XVIII

NON-DISCRIMINATION

A. Neither the Employer or the Union will discriminate against any person by reason of race, color, creed or sex or by reason of Union membership or non-membership.

ARTICLE XIX

SEPARABILITY AND SAVINGS

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

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ARTICLE XX

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. Notwithstanding the provisions of Article XI, Sections E and F, during the term of this Agreement, neither party will be required to negotiate with respect to any matter other than those specifically provided for in Article XI, Sections E and F, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the parties thereto.

ARTICLE XXI  
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1977, and shall be in effect to and including December 31, 1979. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate the Agreement.

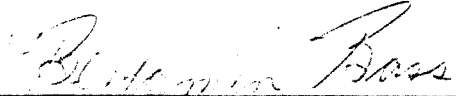
IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Cherry Hill, New Jersey, on this 29<sup>th</sup> day of August 1977.


AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO, LOCAL 2268

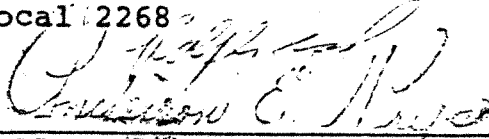
TOWNSHIP OF CHERRY HILL,  
CAMDEN COUNTY, NEW JERSEY

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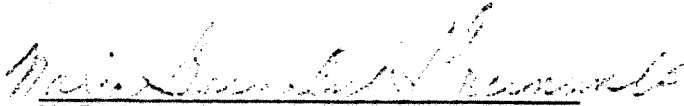
  
\_\_\_\_\_  
BENJAMIN BASS, President  
Local 2268

  
\_\_\_\_\_  
LEWIS M. WEINSTEIN,  
Township Manager

  
\_\_\_\_\_  
RALPH HEAD  
Council No. 471, AFSCME  
PRESIDENT

\_\_\_\_\_  
RICHARD E. ROHRBACH, Director  
of Public Works

WITNESS:

  
\_\_\_\_\_  
MARIA BARNABY GREENWALD  
Mayor

APPENDIX A

SPECIAL WORK RULES FOR DIVISION OF SANITATION

1. The paychecks will be held by the clerical staff until a supervisory employee requests them at the time the trucks have completed their collection routes on Friday. The checks will be handed out no later than 3:00 P.M. in sealed envelopes by the supervisory employee to the sanitation personnel after their respective collection routes have been completed.
2. The coffee break shall be taken within the collection route area or en route to the landfill.
3. The lunch break shall be taken within the collection route area or on the route to the landfill
4. All employees who have been assigned to a collection crew shall be out of the Public Works yard and on their way to the collection route no later than 7:10 A.M. each day.
5. All trucks which break down must be reported to the foreman or supervisor immediately.
6. Based on availability of personnel, employees normally assigned as drivers may be assigned as lifters.
7. All employees are required to be familiar with the safety policy and the safety code, as published by the Department of Public Works, and shall wear such equipment as is provided to them, and required of them in the performance of their duties. A copy of said safety code is attached to and made a part of this Agreement.
8. The parties recognize that a six-day work week is applicable to employees in the Division of Sanitation and that the employees may use



Appendix A continued:

sick leave and personal days for the sixth day absences, and that they shall be paid at the rate of 48 straight time hours for each week's vacation.

9. The employer agrees that it shall not institute the lay off of any employees within the Department of Public Works as a result of the introduction of mechanical equipment known as the one-man pack. The employer further agrees that any employees in the Sanitation Division who are displaced from their current positions as a result of the introduction of the one-man pack shall be transferred to another division within the Department of Public Works.

10. The employer agrees to pay employees assigned to the sanitation Division for Saturday work at 1-1/2 times the rate of pay except that if sick leave, vacation time, personal days or bereavement leave is taken on that day, the employee shall be compensated at his regular rate of pay.

11. Based on the availability of personnel and equipment the Sanitation Division shall operate its collection system using what is to be known as the shuttle system, as determined by the Director or his designee.

12. One-man packs will not be included in the shuttle system at the present time. The operator of a one-man pack will use the same vehicle daily, if available.

13. In the event of a breakdown of one hour or more, all collection crews will be required to assist in completing the route which experienced the breakdown. This rule also applies where an employee has left due to sickness or injury, and all breakdowns will be recorded by both the foreman and the driver of the vehicle.