

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWNSHIP OF VOORHEES

AND

**VOORHEES TOWNSHIP
PUBLIC WORKS ASSOCIATION**

EFFECTIVE JANUARY 1, 2008 TO DECEMBER 31, 2011

TABLE OF CONTENTS

Term	1
Recognition	1
Association & Members Rights.....	2
Agency Shop	4
Bulletin Board.....	4
Safety & Health	5
Alcohol & Drug Free Workplace	6
Hours & Authorized Breaks	6
Overtime Payment	7
On Call Pay	8
Compensatory Time	9
Vacation	10
Holidays	11
Retirement	12
Salaries	13
Longevity	15
Accrual of Time	15
Health Benefits	15
Sick Time	16
Uniforms	18
Bereavement Leave	19
Leave of Absence.....	19
Grievance Procedures	20
Jury Duty	23
Separability	23
Association Business	23

THIS AGREEMENT entered into by the **TOWNSHIP OF VOORHEES**, located in Camden County, New Jersey (hereinafter referred to as the “**Township**”) and the **VOORHEES TOWNSHIP PUBLIC WORKS EMPLOYEES ASSOCIATION** (hereinafter referred to as the “**Association**”), has as its purpose the promotion of harmonious relations between the Township and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

Article I

TERM

The term of this agreement shall be January 1, 2008 to December 31, 2011.

Article II

RECOGNITION

The Township recognizes the Association as the sole and exclusive representative, for the purpose of establishing salaries, wages, hours, and other conditions of employment, for all personnel under the contract listed in the classifications herein, and for such additional classifications as the parties may later agree to. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating, the rights of employees as established by the provisions of Title 34 of New Jersey governing negotiations and the parties hereto desiring to reduce their understanding to written form.

NOW, THEREFORE, in consideration of the mutual promises and agreements by the parties hereto, it is mutually agreed as follows:

Article III

ASSOCIATION AND MEMBER RIGHTS

To ensure that the individual rights of employees in the bargaining unit are not violated, the following shall represent the Employees “Bill of Rights”:

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- B. An employee shall be entitled to Association representation at each and every step of the grievance procedure set forth in this agreement.
- C. An employee shall be entitled to Association representation at each step of a disciplinary hearing.
- D. No employee shall be required by the Township and/or its agents to submit to an interrogation, which one might reasonably believe, could lead or result in disciplinary measures, unless the employee is afforded the opportunity of representation by the Association.
- E. No recording devices or stenographer of any kind shall be used during any meeting unless both the Association and Township agree to his/her/its use prior to such meeting in writing.

- F. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his/her hours of work, wages or working conditions as the result of exercising his/her rights under this agreement.
- G. The Employer shall not discharge, discipline or suspend any employee without just cause. Any such action by the Employer shall be subjected to the grievance and arbitration provisions of this Agreement. The extent of the disciplinary action may include warnings (oral and written), suspensions (with or without pay), demotions and discharge.
- H. Except as modified by this Agreement all rights, privileges and benefits existing prior to this Agreement shall continue to be applicable during the term of the Agreement.
- I. Whenever any member is required to appear before the Township Administrator or his designee, or Township Committee concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, or the salary or any increments pertaining to salary, then he/she shall be afforded the opportunity to have a representative of the Association present to advise him/her. The member must request to have representation present.
- J. The President of the Association may meet the Township Administrator to discuss matters of common interest and employee relations. These executive meetings shall be mutually set and agenda exchanged.

Article IV

AGENCY SHOP

The representative fee shall be an amount equal to eighty-five percent (85%) of the designated Association membership dues, fees and assessments as certified to the Township by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments.

The Township Public Works Employees Association shall indemnify and hold the employer harmless against and all claims, demands, suits and other forms of liability that may arise out of, by reason of, any action taken by the employer in conformance with this provision. This indemnification shall include reasonable counsel fees incurred by the Township.

The Association shall establish and maintain a demand and return system which shall establish and provide a prop rate return system as outline under 13 A-5, 6 of the Act. The Association shall intervene in and defend any administrative or court litigation concerning this provision and hold the Township harmless.

Article V

BULLETIN BOARD

The Township shall provide a bulletin board to be mounted in each Department of Public Works' location for the posting of notices relating to matters and official business for the Association. Only material that has been approved by the Association shall be posted on this board.

All notification pertaining to the application of benefits or this agreement as seniority and vacation schedules shall be posted on a bulletin board.

The Association shall be entitled to utilize Township buildings, when available, to hold general membership meetings or Association business.

The rights and privileges of the Association and its representatives as set forth in this Agreement shall only be granted to the Association as the exclusive organization representing any portion of the unit.

Article VI

SAFETY AND HEALTH

The Township shall at all times maintain safe and healthful working conditions and will provide employees with any wearing apparel, tools or devices that may be reasonably necessary to insure their safety and health. Employees provided with safety apparel will be obligated to utilize same. Employees failing to wear appropriate safety apparel after one verbal warning will be dismissed without pay for the remainder of the day.

Any hazardous conditions that are reported will be investigated and corrected by the Township within a reasonable amount of time.

The Association shall have a member appointed to the Township Safety Committee. The Township Safety Committee shall meet as scheduled by the Safety Committee Chairman at a mutually agreeable time and place to discuss issues regarding employee safety. The Township Safety Committee may discuss and review accidents, actual or potential hazards, and job procedures to encourage workplace safety. The Township Safety Committee may submit

proposals at any time to the Township Administrator. Emergency and/or hazardous situations can be submitted verbally or in writing and will receive immediate attention.

Article VII

ALCOHOL AND DRUG FREE WORKPLACE

The Township and Association agree to be bound by the Rules and Regulations of the Drug Free Workplace Act (41 USC section 702 et. seq.) of 1988 and the U.S. Department of Transportation regulations (49 CFR part 40) requiring the Township to maintain a drug and alcohol free workplace and to conduct alcohol and drug testing in accordance with the Rules and Regulations. The Association agrees to be bound by the Township's Drug and Alcohol Policy contained in the Employee Handbook at the time of the signing of this contract. Any changes to the policy must be negotiated with the Association unless those changes are mandated by State or Federal Law.

Article VIII

HOURS AND AUTHORIZED BREAKS

Workweek – The standard Association workweek shall consist of forty (40) paid hours. The standard workweek shall be Monday through Friday with the exception of the Sewer Department, which shall be established by the Township.

Each employee shall be granted adequate time at the end of the day as part of his/her normal hours for cleanup, when needed.

Article IX

OVERTIME PAYMENT

Overtime will be paid at one and one-half times the regular base rate.

All employees will be paid overtime whenever an employee works in excess of his/her regularly scheduled workday or in excess of forty (40) hours per week.

All employees will be guaranteed a minimum of two (2) hours overtime when required to work less than two (2) hours overtime not adjunct to regular working hours. Thereafter, employees will be paid the appropriate overtime rate on an hour-for-hour basis. Employees will be guaranteed four (4) hours if called between 10 p.m. and 3 a.m.

Employees will be paid at double time when required to work on Sundays or holidays or for any time worked in excess of sixteen (16) consecutive hours. In the event an employee who is covered by this Agreement works sixteen (16) or more consecutive hours, the employee shall not be required to work again for eight (8) hours.

Insofar as practical, overtime shall be offered as equally as possible among full-time employees within the same classification and department. An overtime list by seniority will be established and employees will be given the opportunity to work such overtime, provided the employee has the skill and ability to do the job. Overtime work shall be on a voluntary basis first. In the event that an employee cannot work, his/her name shall be put on the bottom of rotation for future consideration. Overtime hours shall be posted monthly in order to achieve a balanced distribution among all employees.

Members of the unit shall be utilized first during hazardous situations, for example snow plowing. Supervisors shall be restricted during times of hazardous situations until the availability of the members who have signed up on the overtime list has been exhausted. Supervisors finding an unsafe condition will immediately call for a crew and may remedy the situation until a crew arrives. It is understood that all employees utilized are fully qualified and trained to operate the necessary equipment in question.

Overtime shall be paid currently or at least no later than the second pay period after the overtime was performed. No employee shall have his/her work shift, work day or workweek changed for the purpose of avoiding overtime. For the purpose of computing overtime, an employee covered under this Agreement will receive credit as "time worked" for both vacation and holidays.

Article X

ON CALL PAY

The Township has the right to establish a stand-by duty system. Employees assigned to stand-by duty shall be compensated at a flat rate of Fifteen Dollars (\$15.00) on Monday through Friday, Twenty-five Dollars (\$25.00) on Saturday and Thirty-five Dollars (\$35.00) on Sunday; however, if that employee is called in, then and in that event, the employee will receive overtime compensation as previously set forth in addition to the on-call pay.

If the Township determines that electronic devices will be used in the stand-by duty system, employees assigned to stand-by may be provided with an electronic device for notification purposes. Each employee agrees to stay within one (1) hour reporting time to the Township when on stand-by duty. Employees are responsible for the proper care of the

electronic device and the Township shall provide insurance coverage against damage, loss, theft, etc. through normal use. Electronic devices are the property of the Township and must be returned to the Township at the end of the stand-by duty.

Article XI

COMPENSATORY TIME

The Township agrees to offer compensatory time in exchange for paid overtime. Employees asked to work overtime shall, at their discretion, substitute compensatory time for paid overtime. Compensatory time will be exchanged in direct proportion to the overtime rate for which they are working. For example, one (1) hour of overtime worked exchanged for compensatory time would equal one (1) hour and thirty (30) minutes of compensatory time; one (1) hour of double-time worked exchanged for compensatory time would equal two (2) hours of compensatory time.

Compensatory time shall not be carried into the following year unless earned after November 15th and approved by both the Department Head and the Administrator. Compensatory time carried into the following year must be used by March 31st.

Compensatory time shall not exceed the limit of one hundred twenty 120 hours as defined under FLSA.

Article XII

VACATION

1. Employees covered by this Agreement shall be granted the following vacation leave:

- A. During the first (1st) calendar
year of service: 1 day per month
- B. Through completion of five (5)
years of service: 12 days per year
- C. Beginning the sixth (6th) year of service
through fourteen (14) years of service: 15 days per year
- D. Beginning the of fifteenth (15th) year
of service through nineteen (19) years of service: 20 days per year
- E. Beginning the twentieth (20th) year of service
and thereafter 21 days per year

Any employee who terminates his/her employment with the Township shall be entitled to vacation pay on a prorated monthly basis. If an employee has taken more than his/her prorated entitlement, the Township shall deduct the value of the time taken from the employee's final pay. Vacation time will not accrue during periods of unpaid leave or suspensions.

2. Seniority shall be the basis for scheduling vacation. Vacation scheduling shall begin on December 1st, of the preceding year and shall end on January 31st of the scheduled year. Seniority will be determined by department and seniority will be maintained when departmental transfers take place within the bargaining unit. The most senior personnel are

entitled to schedule up to ½ of his/her allocated vacation but may not include more than one holiday within that schedule. After each employee has had the opportunity to schedule ½ of his/her vacation, the process will resume until all employees have had the opportunity to schedule all of his/her vacation. Employees choosing not to schedule all of their days may request time after January 31st and will be granted time in the order that it was requested. Requests for periods of consecutive time in excess of the initial allocation shall be in writing. The supervisor shall make a decision, which is appealable to the administrator.

The parties agreed that during leaf season three (3) members of the unit per week shall be allowed to utilize this period of time for vacation using the aforementioned procedure. Vacation will not be scheduled during the week of Thanksgiving.

Article XIII

HOLIDAYS

Employees will be entitled to fourteen (14) holidays annually. Unless otherwise mutually agreed upon, holidays celebrated will be:

New Years Day	Columbus Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Easter Monday	Day after Thanksgiving
Memorial Day	Christmas
Fourth of July	Personal Day
Labor Day	Personal Day

Holidays which fall on Saturday or Sunday will be celebrated on the following Monday. A three (3) day notification shall be required when requesting a personal day. Personal days will not be scheduled when three (3) employees are scheduled for vacation. The only exception to the above shall be if an emergency situation arises which precludes this notice.

In the event that an official holiday is observed during an employee's vacation or sick leave, he/she shall not have that holiday charged against his/her vacation or sick leave. Holidays will not accrue during periods of unpaid leaves of absence or suspensions.

Article XIV

RETIREMENT

Employees shall retain all pension rights available to them under the applicable laws of the State of New Jersey and the Ordinances of the Township of Voorhees. All permanent employees included in this Contract, within one (1) year of service, shall be provided with a Fifteen Thousand Dollar (\$15,000.00) life insurance policy that will provide coverage both pre- and post-retirement.

Retired employees will retain all pension rights as outlined under Chapter 88. Retirees with twenty five (25) years of service in the pension system will be provided with paid group medical insurance coverage in the same manner as was provided during the period of active employment.

Article XV

SALARIES

The Township shall have the right to establish pay days provided there will be no less than two (2) pay days per month.

Employees working out of title for more than four (4) hours during a shift shall be compensated at the rate of the second title as long as that rate is higher.

Employees holding a CDL Class A license will receive twenty five (25) cents per hour as additional salary.

PUBLIC WORKS SALARIES

Laborer

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
	3.70%	3.70%	3.50%	3.50%
Starting	\$ 13.10	\$ 13.58	\$ 14.06	\$ 14.55
Second Year	\$ 15.16	\$ 15.72	\$ 16.27	\$ 16.84
Third Year	\$ 17.25	\$ 17.89	\$ 18.51	\$ 19.16
Fourth Year	\$ 19.32	\$ 20.03	\$ 20.74	\$ 21.46
Fifth Year	\$ 21.39	\$ 22.18	\$ 22.96	\$ 23.76
Sixth Year	\$ 23.47	\$ 24.34	\$ 25.19	\$ 26.07

Trk.Driver/Park Maint. Wrkr./Sewer Repairer/Traffic Maint. Wrkr.

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Starting	\$ 13.75	\$ 14.80	\$ 15.95	\$ 17.00
Second Year	\$ 15.45	\$ 16.73	\$ 16.81	\$ 17.49
Third Year	\$ 17.80	\$ 18.68	\$ 19.56	\$ 20.45
Fourth Year	\$ 20.50	\$ 21.23	\$ 22.31	\$ 23.40
Fifth Year	\$ 22.50	\$ 23.78	\$ 25.06	\$ 26.36
Sixth Year	\$ 24.85	\$ 26.34	\$ 27.83	\$ 29.32

Sr. Park Maintenance Worker

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
	3.70%	3.70%	3.50%	3.50%
Starting	\$ 13.10	\$ 13.58	\$ 14.06	\$ 14.55
Second Year	\$ 15.74	\$ 16.32	\$ 16.89	\$ 17.48
Third Year	\$ 18.41	\$ 19.09	\$ 19.76	\$ 20.45
Fourth Year	\$ 21.06	\$ 21.84	\$ 22.60	\$ 23.39
Fifth Year	\$ 23.73	\$ 24.61	\$ 25.47	\$ 26.36
Sixth Year	\$ 26.39	\$ 27.37	\$ 28.32	\$ 29.32

Sr. Sewer Maintenance

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
	3.70%	3.70%	3.50%	3.50%
Starting	\$ 13.10	\$ 13.58	\$ 14.06	\$ 14.55
Second Year	\$ 15.74	\$ 16.32	\$ 16.89	\$ 17.48
Third Year	\$ 18.41	\$ 19.09	\$ 19.76	\$ 20.45
Fourth Year	\$ 21.06	\$ 21.84	\$ 22.60	\$ 23.39
Fifth Year	\$ 23.73	\$ 24.61	\$ 25.47	\$ 26.36
Sixth Year	\$ 27.87	\$ 28.90	\$ 29.91	\$ 30.96

Mechanic

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
	3.70%	3.70%	3.50%	3.50%
Starting	\$ 13.10	\$ 13.58	\$ 14.06	\$ 14.55
Second Year	\$ 15.85	\$ 16.44	\$ 17.01	\$ 17.61
Third Year	\$ 18.59	\$ 19.28	\$ 19.95	\$ 20.65
Fourth Year	\$ 21.33	\$ 22.12	\$ 22.89	\$ 23.69
Fifth Year	\$ 24.08	\$ 24.97	\$ 25.84	\$ 26.75
Sixth Year	\$ 26.95	\$ 27.95	\$ 28.93	\$ 29.94

Heavy Equipment Operator

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
	3.70%	3.70%	3.50%	3.50%
Starting	\$ 13.10	\$ 13.58	\$ 14.06	\$ 14.55
Second Year	\$ 15.85	\$ 16.44	\$ 17.01	\$ 17.61
Third Year	\$ 18.59	\$ 19.28	\$ 19.95	\$ 20.65
Fourth Year	\$ 21.33	\$ 22.12	\$ 22.89	\$ 23.69
Fifth Year	\$ 24.08	\$ 24.97	\$ 25.84	\$ 26.75
Sixth Year	\$ 26.95	\$ 27.95	\$ 28.93	\$ 29.94

Article XVI

LONGEVITY

All hires after June 23, 1993 are not eligible for longevity pay. All employees hired prior to June 23, 1993 and are part of the negotiated unit for Voorhees Township Public Works Employee Association will continue to be paid longevity payments as per the scheduled longevity enumerated hereafter.

There shall be paid to the employees covered by **Article XVI of this** Contract, a longevity payment based upon the following:

- A. Completion of fifteen (15) years through nineteen (19) years of service:
2% of base salary.
- B. Completion of twenty (20) years of services and over:
2½% of base salary.

Article XVII

ACCRUAL OF TIME

Vacation, sick time, holidays and/or personal days will not accrue during periods of work or non-work related disabilities that exceed sixth (60) calendar days.

Article XVIII

HEALTH BENEFITS

All health benefits presently in effect shall continue to be offered to the employees during the duration of the Contract. Employees hired after April 14, 1997 shall be enrolled in a plan comparable to the NJ Plus Program of the NJ State Health Benefits Plan for coverage for which

they qualify. If the employee desires any plan other than a plan comparable to the NJ Plus Program, that employee shall be responsible for the premium difference between both plans. The Township will provide dental and prescription coverage for all employees covered under the terms of this contract and for their dependants.

Both the Township and the Association recognize the ever-increasing cost of medical benefits; as such, the choice of the insurance carrier is not a required subject for negotiations as long as the level of benefits remains the same in a newly acquired carrier.

The Township and Association incorporate the existing Ordinance and coverage providing medical benefits to any unit employee who retires from the Township of Voorhees and has completed twenty-five (25) years of service within the pension system as outlined by Township Ordinance.

Article XIX

SICK TIME

1. Sick leave means the absence from duty because of personal illness by reason of which such member is unable to perform the usual duties of the position because of exposure to contagious or other illness. Sick leave may also be used for a reasonable amount of time in an emergency situation where a member of the immediate family (as described in the Employee Handbook) has an illness requiring the employee to remain at home to care for the same or care for the household. Any employee unable to work because of illness must personally call in (unless physically unable to do so) and notify a supervisor within fifteen (15) minutes of starting time.

2. Each employee during the first calendar year of employment is entitled to one (1) working day of sick leave for each month of service. After one (1) year employees shall be entitled to fifteen (15) days sick leave per year.

3. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used, if and when needed, for such purpose.

4. The Township reserves the right to require acceptable medical evidence substantiating the illness.

5. Each employee shall be credited with one (1) personal day if he/she has not been charged with sick time during the first six (6) months and one (1) additional personal day if he/she has not been charged with sick time during the last six (6) months of the years covered by this Agreement.

6. Any employee who terminates his/her employment with the Township or whose employment is terminated by the Township shall be entitled to sick time on a prorated basis for the specific calendar year in which termination occurs. If an employee has taken more than prorated entitlement, the Township shall deduct the value of the time taken from the employee's final pay. The employee will not be paid for unused sick time upon termination, whether from the current year or past years.

7. An employee shall, upon retirement, be reimbursed by the Township in a cash payment for sick leave, which was accrued after January 1, 1978. This reimbursement shall be at the rate of 25% of the employee's highest daily base salary at the time of retirement. For

employees who began their employment before January 1, 1978, any sick time taken from January 1, 1978 until retirement shall be assessed to those days accrued prior to January 1, 1978.

8. Sick time will not accrue during periods of unpaid leaves of absence or suspensions.

Article XX

UNIFORMS

All employees provided with uniforms shall receive a Two Hundred Fifty Dollar (\$250.00) maintenance allowance each year during the duration of this Contract. An employee's complement of uniform (with the exception of mechanic) shall consist of the following:

- A. One (1) Winter Coat with Hood.
- B. One (1) Spring Coat with Liner
- C. One (1) Pair of Safety Glasses
- D. One (1) Pair of Coveralls
- E. Five (5) Pairs of Pants (shorts may be substituted)
- F. Five (5) Summer Shirts
- G. One (1) Pair of Work Gloves
- H. One (1) Set of Rain Gear
- I. Two (2) Pairs of Work Boots
- k. Thermal equipment
- l. Hats (2)

The Township will replace uniforms on an "as needed" basis. Worn and/or damaged clothing must be turned into the department head prior to the issuance of a replacement item.

Employees are required to report to work in uniform. Employees reporting to work out of uniform will not be permitted to work and will not be paid for the day. Employees are not permitted to wear the uniform displaying the Township name or logo except during working hours and during travel to and from work.

Article XXI

BEREAVEMENT LEAVE

The Township shall grant three (3) consecutive days with pay for death in the immediate family (as described in the Employee Handbook) provided that the employee uses this time to participate in the family activities associated with the death. This leave shall not be charged against any other leave and shall not accumulate from year to year. Any additional days shall be granted at the sole discretion of the Administrator.

Immediate family shall consist of spouse, parent, child, brother, sister, parent-in-law, grandparent, grandparent-in-law, parental guardian, grandchildren or resident foster child.

One (1) day with pay shall be granted without charge against any other leave for the death of the employee's aunt, uncle, brother-in-law, and sister-in-law.

Article XXII

LEAVE OF ABSENCE

A leave of absence without pay may be requested by any employee who shall submit in writing all facts bearing on the request to his/her department head and the Administrator. Each case will be considered on its merit and without establishing precedent.

Article XXIII

GRIEVANCE PROCEDURE

The term “grievance” as used herein means any dispute arising over the interpretation, application or alleged violation of then-current policies, agreements and administrative decisions effecting the terms and conditions of employment and shall be raised by an individual or group of individuals or the Township.

- A. The purpose of this procedure is to secure at the lowest possible level, an equitable solution of the problems which may arise effecting the terms and conditions of this Agreement.
- B. Nothing herein shall be construed as limiting the rights of the employee having a grievance to discuss the matter informally with any appropriate member of the department staff.
- C. Nothing herein shall be deemed to deny the employee of his/her statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny the employee of his/her rights to pursue any other statutory or legal remedies in lieu of resorting to the grievance procedures.
- D. Steps of the Grievance Procedures:
 - Step 1: An aggrieved employee, directly or through his/her shop steward, shall institute action under the provisions herein within five (5) days of the occurrence of the grievance, and an earnest effort shall be made to settle the dispute between the aggrieved employee, the shop steward and the immediate

supervisor, for the purpose of resolving the matter informally. Failure to act within five (5) days shall be deemed to constitute an abandonment of the grievance. If a resolution of the grievance has not been reached within two (2) days of the informal discussion, the grievance may proceed to Step 2.

Step 2:

a) In the event a satisfactory settlement has not been reached in Step 1, the aggrieved employee and/or shop steward may within five (5) working days of the supervisor's decision, file a written grievance with the Administrator.

b) The Administrator shall review the matter and make a determination within ten (10) working days from receipt of the grievance.

c) In the event a satisfactory settlement has not been reached on Step 2, the aggrieved employee and/or the shop steward may within five (5) working days of the Administrator's decision, file a Notice of Appeal of that decision with the Township Committee.

d) The Township Committee shall review the matter and make a written determination within thirty (30) working days from receipt of the grievance. The Committee shall have the right to hold a hearing and obtain evidence relevant to the grievance before it makes a decision. All parties will be given the right to be represented by counsel in any hearing.

Step 3: In the event a satisfactory settlement has not been reached in Step 2, the aggrieved employee and/or shop steward may within five (5) working days of the date of the Township Committee's notice of decision, file a written

grievance with the Association and request the Association to move the matter to arbitration. The Association, if it determines the grievance is meritorious, shall move the grievance to arbitration through the American Arbitration Association of the Public Employee-Employer Relations Committee. The Commission upon receipt of the grievance shall bind both parties to its rules and regulations on the selection of an arbitrator to hear this matter.

Step 4: The selected arbitrator shall convene both parties in this matter to hear the effected grievance. The arbitrator shall be bound by the terms of the Agreement and to the application of facts presented to him/her at the grievance hearing. The decision of the arbitrator shall be issued within thirty (30) days of the close of the hearing. The decision of the arbitrator shall be final and binding on both parties.

Step 5: Miscellaneous

It shall be understood by the parties that either party's non-response at any level shall be deemed a failure to respond and the matter shall move to the next respective level of the procedure.

Any extension of the limits or the time frames on all grievances must be in writing and agreed to by both parties.

Article XXIV

JURY DUTY

Those employees called to serve on a jury are expected to fulfill their civic obligation, and the Township encourages each employee to assume their duty when so called.

1. The Employee will receive regular wages while actually serving as a juror.
2. The Employee must submit evidence of attendance for the days served as a juror.
3. An Employee summoned to appear as a witness of behalf of the Township shall receive pay for time away from work.
4. An Employee who serves as a witness for a personal matter must utilize vacation, personal time, or with the permission of the Administrator, time off without pay.

Article XXV

SEPARABILITY

If any section, subsection, sentence, clause or phrase of this Contract is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining portion of this Ordinance.

Article XXVI

ASSOCIATION BUSINESS

Whenever any employee of the Township who is a representative of the Association is mutually scheduled to participate during working hours in negotiations, grievance proceeding,

conferences or meetings, he/she shall suffer no loss in regular pay or be charged for sick leave or vacation leave.

DATED: _____, 2008

TOWNSHIP OF VOORHEES

PUBLIC WORKS EMPLOYEES ASSOC.

Michael Mignogna, Mayor

ATTESTED BY:

ATTESTED BY:
