

Contract no. 1615

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
OCT 14 1992

RUTGERS UNIVERSITY

ORDINANCE NO. 1291-91

AN ORDINANCE AUTHORIZING JOB CLASSIFICATIONS
AND PROVIDING FOR COMPENSATION OF THE
MUNICIPAL EMPLOYEES IN THE TOWNSHIP OF LAWRENCE
COUNTY OF MERCER, STATE OF NEW JERSEY

BE IT ORDAINED by the Township Council of the Township of Lawrence, County of Mercer, State of New Jersey, that:

SECTION I. SHORT TITLE

This ordinance shall be known and may be cited as " The Salary Ordinance of the Township of Lawrence Pertaining to Job Classifications Concerning Local # 2476, Council 73, AFSCME, AFL-CIO for 1991 and 1992."

SECTION II. SALARIED EMPLOYEES

A. The following salaried employees, positions and job titles are hereby authorized and assigned the following ranges commencing January 1, 1991 and January 1, 1992.

<u>GRADE AND JOB TITLE</u>	<u>RANGES</u>	
	<u>Jan 1, 1991</u>	<u>Jan 1, 1992</u>
Grade 1 Building Service Worker	15,750-21,352	16,538-22,419
Grade 2 Laborer	17,325-23,443	18,191-24,616
Grade 3 Street Repairer	18,375-26,715	19,294-28,051
Grade 4 Recreation/Park Maintenance Worker	16,412-24,871	17,232-26,115
Grade 5 Maintenance Repairer	19,425-27,872	20,396-29,266
Grade 6 Senior Street Repairer Tree Climber	18,375-27,321	19,294-28,687
Grade 7 Senior Recreation/Park Maintenance Worker	18,375-25,476	19,294-26,750

Grade 8	Motor Broom Driver	19,425-28,757	20,396-30,195
	Traffic Maintenance Worker		
Grade 9	Heavy Equipment Operator	19,425-31,587	20,396-33,167
	Senior Maintenance Repairer		
Grade 10	Mechanics Helper	18,375-25,323	19,294-26,589
Grade 11	Senior Building Service Worker	18,698-24,361	19,633-25,579
Grade 12	Mechanic	19,950-31,587	20,948-33,167
Grade 13	Senior Mechanic	23,100-34,039	24,255-35,741
Grade 14	Senior Mechanic Diesel	23,100-35,430	24,255-37,107

B. Permanent part-time employees will receive an hourly rate based on their titles, grade and step as determined in the collective bargaining agreement.

SECTION III. ELIGIBILITY

The above ranges shall not pertain to employees not in the employ of the Township of Lawrence on or after the effective date of this Ordinance, except those employees who retired subsequent to January 1, 1991.

SECTION IV. LONGEVITY

A. Each full time employee shall be entitled to longevity pay based solely on the length of full time employment with the Township of Lawrence. The payments shall be made in conjunction with the payment of the base rate of compensation as defined in this Ordinance and shall be in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>AMOUNT PER ANNUM</u>
Beginning in year 8 through year 11	\$ 500
Beg. the 12th year through year 15	800
Beg. the 16th year through year 19	1,100
Beg. the 20th year through year 23	1,400
Beg. the 24th year through year 27	1,700
Beg. the 28th year and beyond	2,000

B. Longevity pay, as heretofore set forth, shall become effective January 1 or July 1, the date nearest to the anniversary date of employment.

SECTION V. OTHER PERSONNEL AND WORKING CONDITIONS

All other functions, responsibilities and rights not specifically enumerated to in prior sections of this Ordinance shall be judged to be within the province of management, subject only to the laws, rules and regulations of the New Jersey Department of Personnel, the provisions contained in applicable agreements (if any) or policy manuals, and by the issuance of Administrative Directives by the Municipal Manager.

A step system within each grade specified above has been established and is attached as an addendum to this ordinance.

SECTION VI. REPEAL OF PRIOR ORDINANCES

Ordinance No. 1221-90 entitled "An Ordinance Authorizing Certain Job Classifications and Providing for Compensation of the Municipal Employees of the Township of Lawrence, in the County of Mercer, State of New Jersey" is hereby repealed in its entirety, insofar as it relates to the job classifications previously listed in this Ordinance. All other ordinances or parts of ordinances adopted prior to the date of this Ordinance, which are inconsistent with the provisions of this Ordinance, are hereby repealed insofar as they relate to or concern the job classifications listed in this Ordinance.

SECTION VII. VALIDITY AND SEVERABILITY

If any provision of this Ordinance shall be adjudged invalid, such adjudication shall not affect the validity of the remaining provisions, which shall be deemed severable therefrom.

SECTION VIII. EFFECTIVE DATE

A. This Ordinance shall become effective twenty (20) days following the adoption thereof, in accordance with law.

B. All salary or compensation provided for and by this Ordinance shall be payable retroactively and after the first day of January 1, 1991.

Adopted: September 19, 1991

CHANGES PUT IN COMPUTER PER GERARD 10-04-91
WAITING FOR SIGNED CONTRACT

A G R E E M E N T

BETWEEN THE TOWNSHIP OF LAWRENCE

AND LOCAL #2476

COUNCIL #73, AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO

JANUARY 1, 1991 THRU DECEMBER 31, 1992

TABLE OF CONTENTS

FREAMBLE..... 3

SECTION 1 - RECOGNITION..... 3

SECTION 2 - MANAGEMENT RIGHTS..... 3

SECTION 3 - DUES DEDUCTION..... 4

SECTION 4 - HOURS AND OVERTIME..... 5

SECTION 5 - WAGE SCHEDULE..... 7

SECTION 6 - HEALTH AND RETIREMENT BENEFITS.....10

SECTION 7 - PAID LEAVES OF ABSENCE.....12

SECTION 8 - NON-PAID LEAVES OF ABSENCE.....16

SECTION 9 - SENIORITY.....17

SECTION 10 - HOLIDAYS.....17

SECTION 11 - EQUAL TREATMENT.....18

SECTION 12 - VACATION LEAVE.....19

SECTION 13 - EQUAL PAY FOR EQUAL WORK.....20

SECTION 14 - CLASSIFICATIONS AND JOB DESCRIPTIONS.....20

SECTION 15 - DISCIPLINE.....21

SECTION 16 - GRIEVANCE PROCEDURE.....21

SECTION 17 - HEAT CLAUSE.....24

SECTION 18 - UNIFORMS.....24

SECTION 19 - JOB POSTINGS.....25

SECTION 20 - PROMOTIONS.....25

SECTION 21 - LONGEVITY.....25

SECTION 22 - EMPLOYMENT ASSESSMENT REVIEW SYSTEM.....26

SECTION 23 - TERM AND RENEWAL.....27

SECTION 24 - SEVERABILTIY AND SAVINGS.....27

TEMPERATURE-HUMIDITY INDEX.....28

PREAMBLE

This two year Agreement made and entered into this 1st day of January, 1991, by and between the TOWNSHIP OF LAWRENCE, in the County of Mercer, a Municipal Corporation in the State of New Jersey (hereinafter referred to as the "Township"), and Local 2476, Council #73 American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union"), represents the complete and final understanding on all bargainable issues between the Township and the Union and is designed to maintain and promote a harmonious relationship between the Township and such of its employees who are covered by Section 1, Recognition, in order that more efficient and progressive public service may be rendered. This Agreement will expire on the 31st day of December, 1992.

SECTION 1 - RECOGNITION

The TOWNSHIP recognizes the UNION as the bargaining agent for the purpose of collective negotiations of all employees whose titles are set forth in Section 5.2 hereafter, but excluding managerial executives, confidential employees, and all other supervisory employees within the meaning of the New Jersey Public Employer-Employee Relations Act, and all other employees of the Township of Lawrence.

SECTION 2 - MANAGEMENT RIGHTS

It is recognized that there are certain functions, responsibilities and rights exclusively reserved to the Public Employer, among which are the direction and operation of the Public Works Department, the types of work to be performed, the

work assignments of employees, the machinery, tools and equipment to be used, shift schedules, hours of work, the making and enforcing of rules and regulations for discipline and safety of its employees. All such rules and regulations shall be observed by the employees. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

SECTION 3 - DUES DEDUCTION

3.1 Upon receipt of the lawfully executed written authorization from an employee the TOWNSHIP agrees to deduct the regular monthly Union dues of such employee from his pay and remit such deduction by the tenth (10th) day of the succeeding month to the official designated by the UNION in writing to receive such deductions. The Union will notify the TOWNSHIP in writing of the exact amount of such regular membership dues to be deducted. This authorization shall remain in effect during the life of this Agreement.

3.2 Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall, as a condition of employment, pay a Representation Fee to the UNION by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five per cent (85%) of the regular UNION membership dues, fees, and assessments as certified

to the TOWNSHIP by the UNION. The UNION may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular UNION membership dues, fees and assessments. The UNION's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the UNION remains the majority representative of the employees in the unit, PROVIDED that no modification is made in this provision by a successor agreement between the UNION and the TOWNSHIP. For the purposes of this provision, employees employed on a ten-month (10-month) basis or who are reappointed from year to year shall be considered to be in continuous employment.

3.3 The UNION shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that shall rise out of, or by reason of, any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this article.

SECTION 4 - HOURS AND OVERTIME

4.1 The normal work week shall consist of five (5) consecutive days of eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week. Lunch break shall be forty-five (45) minutes; with a morning break of fifteen (15) minutes, and no afternoon break. All breaks are to be determined by supervisor.

4.2 Time and one-half (1-1/2) the Employees' regular rate of pay shall be paid for work under any of the following conditions:

A. DAILY - all work performed in excess of eight (8) hours in any work day; or

B. WEEKLY - all work performed in excess of forty (40) hours; or

C. All work performed on the Saturday of any work week.

4.3 Double time the Employees' regular rate of pay shall be paid for work under the following conditions:

A. All work performed on the Sunday of any work week; or

B. All work performed in excess of sixteen (16) hours continued until a full eight (8) hour break occurs; or

C. Employees working holidays will receive a day's pay plus a day's pay for the holiday.

4.4 Overtime opportunities will be distributed as equally as possible among employees in the same job classification and department. It is understood that nothing in this clause shall require payment for overtime hours not worked.

4.5 The Employer shall provide meals for employees working overtime through a regularly scheduled meal time on condition that the employee is called in on an emergency basis before his starting time and works through the regular breakfast hours or through the regular evening meal.

4.6 Any employee who is required to report to work during periods other than his regularly scheduled shifts shall be paid at the rate of time and one-half (1-1/2) his regular rate of pay for such hours worked and be guaranteed not less than four (4)

hours pay at the overtime rate unless it is contiguous to the normal work day. If said hours worked are contiguous to the normal work day, then pay at the overtime rate will be granted only for the actual hours worked in addition to the regular work day. In all other instances, subject to the approval of the Supervisor, an employee shall have the option whether he shall remain on the job in excess of that time actually needed to complete the work for which he was recalled provided, however, that he shall not be entitled to successive minimum four (4) hours guarantees should he be recalled within that same four (4) hour period, in the event the employee is allowed off duty prior to the completion of four (4) hours of work.

SECTION 5 - WAGE SCHEDULE

5.1 Effective January 1, 1991 all employees covered by this Agreement shall receive a wage increase of 5% over base salary for the year 1991, effective July 1, 1991; Duckworth, Eardley and Laubach will receive an increment. For the contract year 1992, all employees covered by this Agreement shall receive a wage increase of 5%. Additionally, for the contract year 1992, effective July 1, 1992, all employees not at the maximum of their salary grade will receive an increment.

5.2 The following schedule represents the minimum and maximum salaries for all Civil Service classifications with this unit in accordance with the salary plan and increment system.

Grade	1991						
	1	2	3	4	5	6	7
Building Service Worker							
1	\$15,750	\$16,727	\$17,652	\$18,577	\$19,502	\$20,427	\$21,352
Laborer							
2	17.325	18.345	19.364	20.384	21.403	22.423	23.443
Street Repairer							
3	18.375	19.764	21.153	22.542	23.932	25.321	26.715
Recreation and Park Maintenance Worker							
4	16.412	17.581	18.751	19.221	21.090	22.260	24.871
Maintenance Repairer							
5	19.425	20.833	22.241	23.649	25.057	26.465	27.872
Senior Street Repairer, Tree Climber							
6	18.375	19.688	21.184	22.675	24.166	25.657	27.321
Senior Recreation and Park Maintenance Worker							
7	18.375	19.558	20.742	21.925	23.108	24.292	25.476
Traffic Maintenance Worker, Motor Broom Driver							
8	19.425	20.980	22.535	24.090	25.645	27.200	28.757
Heavy Equipment Operator, Senior Maintenance Repairer							
9	19.425	21.452	23.478	25.505	27.531	29.558	31.587
Mechanics Helper							
10	18.375	19.295	20.396	21.628	22.860	24.091	25.323
Senior Building Service Worker							
11	18.698	19.295	20.308	21.321	22.335	23.348	24.361
Mechanic							
12	19.950	21.889	23.829	25.768	27.707	29.647	31.587
Senior Mechanic							
13	23.100	24.923	26.746	28.568	30.391	32.214	34.039
Senior Mechanic Diesel							
14	23.100	25.140	27.180	29.220	31.261	33.301	35.340

1992

	1	2	3	4	5	6	7
Building Service Worker							
1	\$16,538	\$17,563	\$18,534	\$19,505	\$20,477	\$21,448	\$22,419
Laborer							
2	18,101	19,262	20,332	21,403	22,473	23,544	24,616
Street Repairer							
3	19,294	20,752	22,211	23,670	25,128	26,587	28,051
Recreation and Park Maintenance Worker							
4	17,232	18,460	19,688	20,917	22,145	23,373	26,115
Maintenance Repairer							
5	20,396	21,875	23,353	24,832	26,310	27,789	29,266
Senior Street Repairer, Tree Climber							
6	19,294	20,672	22,243	23,808	25,374	26,940	28,687
Senior Recreation and Park Maintenance Worker							
7	19,294	20,536	21,779	23,021	24,264	25,506	26,750
Traffic Maintenance Worker, Motor Broom Driver							
8	20,396	22,029	23,662	25,295	26,927	28,560	30,195
Heavy Equipment Operator, Senior Maintenance Repairer							
9	20,396	22,524	24,652	26,780	28,908	31,035	33,167
Mechanic Helper							
10	19,294	20,260	21,416	22,709	24,003	25,296	26,589
Senior Building Service Worker							
11	19,633	20,260	21,323	22,387	23,451	24,515	25,579
Mechanic							
12	20,948	22,984	25,020	27,056	29,093	31,129	33,167
Senior Mechanic							
13	24,255	26,169	28,083	29,997	31,911	33,825	35,741
Senior Mechanic Diesel							
14	24,255	26,397	28,539	30,681	32,824	34,966	37,107

5.3 New employees shall be employed at the minimum salary unless the Municipal Manager determines that the needs of the service or employee experience warrants a higher compensation.

5.4 All title upgrades must be negotiated with the Union. All requests for title upgrades must go through the Union. Management can not place any title upgrading on the bargaining table. This shall not pertain to promotions.

SECTION 6 - HEALTH AND RETIREMENT BENEFITS

6.1 The Township agrees to provide hospital and medical insurance at least equal to its present program to the employees and their families, and reserves the right to choose the insurance carrier for these programs.

6.2 The Township agrees to provide retirement benefits in accord with applicable New Jersey Statutes.

6.3 The Township agrees to provide a drug prescription plan at least equal to present program for employees and their families, and reserves the right to choose the insurance carrier for these programs. Beginning January 1, 1992 there will be a \$1.00 co-pay for generic drug prescriptions and a \$5.00 co-pay for non-generic drug prescriptions.

6.4 The Township will pay 50% on an approved dental plan for employees and their families, and reserves the right to choose the insurance carrier for these programs. Employees shall have an option to participate in the program.

6.5 The Township will pay for a life insurance policy in the amount of \$5,000 for a natural death and will increase to \$10,000 in the event of an accidental death. The Township

reserves the right to choose the insurance carrier for this program.

6.6 Employees who retire after twenty years of service at the age of 55 or over will have their insurance coverage maintained by the Township until Medicare coverage takes over at age 65.

6.7 The cost of this exam will be borne by the Township provided, however, that said exam is performed by the physician so designated by the Township. Should said exam be performed by someone other than the physician so designated, the employee will have the option of receiving reimbursement for the cost within the limits as set forth in section 6.8 of this agreement.

The employee will agree to allow the physician performing the exam to release to the Township a statement the contents of which shall be limited to the following:

- (a) The employee is in good health.
- or
- (b) The employee should seek further
advice from his personal physician.

These statements shall be confidential and will only be authorized for release to the Municipal Manager.

The Township reserves the right to determine the time frame within which the exam must be performed.

6.8 The Township will pay \$100.00 per employee for the purpose of an eye exam, eyeglasses or contact lenses. However, should the employee choose not to use the designated physician for the physical exam referred to in section 6.7. For 1990 the employee may apply this \$100.00 towards the cost of the physical

exam. In all cases, the Township will only reimburse up to \$100.00 per year per employee upon submission of receipts to substantiate the costs.

6.9 Effective January 1, 1991, any employee not using sick days in a calendar year will be paid \$100.00.

SECTION 7 - PAID LEAVES OF ABSENCE

7.1 In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, grandmother, grandfather, grandchildren, mother-in-law, father-in-law, aunt, uncle, cousin or any other relative living in the household of the employee, said employee shall be excused for a period not to exceed ten (10) consecutive days for spouse or child or three (3) consecutive days for other family listed above for bereavement purposes, including viewing, commencing the day after date of death. The employee will be paid his regular hourly rate for any such days of excused absence which occurs during his normal work week, but in no event more than eight (8) hours pay for any one day. Management has the right to request verification of death and verification of relationship to employee.

7.2 Any employee who is disabled because of occupational injury or disease, shall be granted a leave of absence with full pay. Any amount of salary or wages paid or payable to such an employee for Workman's compensation, shall be reduced by the amount of Workmen's Compensation paid under the New Jersey Workmen's Compensation Act. Such leave shall be limited to a

maximum of six (6) months from the date of injury or illness, or until workman's compensation payments terminate, whichever is sooner.

7.3 Employees returning from authorized leave of absence as set forth above, will be restored to their original job classification, or comparable job if budgetary or policy decisions have eliminated the original job at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

7.4 All full-time permanent, full-time temporary or full-time provisional employees shall be entitled to sick leave with pay based upon their aggregate years of service.

Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods for the attendance of the employee upon the members of the immediate family who is seriously ill.

7.5 The minimum sick leave with pay shall accrue to any full-time employee on the basis of one working day per month during the remainder of the first calendar year of employment and fifteen (15) working days in every calendar year thereafter. Any amount of sick leave allowance not used in every calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

7.6 If an employee is absent for reasons that entitle him to sick leave, his SUPERVISOR SHALL BE NOTIFIED PRIOR TO THE EMPLOYEE'S STARTING TIME, or in conformance with department regulations.

7.7 A. The appointing authority may require proof of illness of employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause of disciplinary action.

B. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

7.8 An employee who is duly authorized in writing to be a representative of the UNION, shall be granted a leave of absence with pay for the time necessary to attend UNION conventions. The UNION shall designate no more than two (2) employees. The time allocated for paid attendance at such conventions, seminars and educational conferences shall not exceed ten (10) days.

7.9 Every employee shall be entitled to three (3) days with pay each calendar year for personal leave for the following reasons:

- A. Religious observances
- B. Doctor or dental appointments
- C. Marriages or births
- D. All other legal or personal affairs that must take place during working hours
- E. Employee's birthday

The Municipal Manager shall promulgate procedural guidelines for taking personal leave. All employees shall be compensated for those personal days not utilized at straight time pay in January of the following calendar year.

7.10 Severance Pay. Upon retirement of any employee in accordance with applicable statutes and regulations, said employee shall be entitled to a lump sum cash payment in an amount equal to fifty per cent (50%) of his accumulated sick leave provided however, that said payment shall in no event exceed the sum of fifteen thousand dollars (\$15,000.00). Full time employees shall be entitled to terminal leave payment upon retirement provided that the employee shall furnish proof of retirement to the Township. The form of this proof shall be in the form of a copy of the employee's first retirement check from the Public Employees' Retirement System (PERS).

7.11 Effective January 1, 1989, an extended sick leave program will be established by the Township. The intent of this program is to provide disability protection for employees covered under this contract.

Each employee will be granted extended sick leave for a period not to exceed ninety (90) calendar days during any twelve (12) month period for non-work related illness or injury. This leave is only for employee related circumstances.

Requests for extended sick leave must be made to the Municipal Manager. In order to be granted said leave, the employee must first use all available sick days, vacation days and personal leave time. The extended sick leave period will commence the first day following the date that all available leave has been exhausted. Holidays will not count when computing the extended sick leave period.

In order to be eligible for extended sick leave, the employee or his/her designated representative must present to the Municipal Manager a medical certificate signed by a licensed medical doctor indicating the nature of the illness or injury. This certificate must also indicate when the employee will be able to return to normal duties.

The employee or his/her designated representative must also provide the Municipal Manager with a progress report every thirty (30) calendar days from the commencement of the extended sick leave period. This report must be in the form of a medical certificate signed by a licensed medical doctor and must indicate when the employee will be able to return to normal duties. Failure to provide this certificate will result in the cancellation of the extended sick leave.

The Township, through the Municipal Manager, will discuss with the union prior to implementing any other rules and regulations regarding extended sick leave that are not stated herein.

SECTION B - NON-PAID LEAVES OF ABSENCE

8.1 The TOWNSHIP will grant leaves of absence to two (2) employees, not more than one (1) from any Division, to accept full-time UNION employment. Sixty (60) days notice shall be given to the TOWNSHIP by any employee requesting such leave. Said leave shall not exceed twelve (12) months.

8.2 All other leaves of absence without pay shall be at the discretion of the TOWNSHIP.

8.3 Employees returning from authorized leaves of absence as set forth above will be restored to their original job classification, or comparable job if budgetary or policy decisions have eliminated the original job at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits, provided however that sick leave and vacation leave and longevity credits shall not accrue with exception of those on military leave.

SECTION 9 - SENIORITY

9.1 Seniority is defined as an employee's total length of service with the Township beginning with his date of hire.

9.2 In all applications of seniority, where ability to perform work and physical fitness are equal, seniority shall be given preference in promotions, demotions, layoffs, recall, and vacation schedules, in accordance with the rules and regulations governing such matters as promulgated by Civil Service and applicable to municipalities.

9.3 The TOWNSHIP shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copies of same to the UNION upon reasonable request.

9.4 The TOWNSHIP shall promptly advise the appropriate UNION representative of any changes which necessitate amendments to the seniority list.

SECTION 10 - HOLIDAYS

10.1 The following days are recognized paid holidays whether or not worked:

New Year's Day	Columbus Day
Washington's Birthday	General Election Day
Lincoln's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4th	Christmas Day
Labor Day	Martin Luther King Day

10.2 In the event holidays enumerated 10.1 above fall on a weekend, each employee shall be entitled to a compensatory day off to be scheduled by the Municipal Manager within six (6) weeks of the holiday, except that if Christmas and New Year's Day fall on a Saturday, then the preceding Friday shall be observed as a holiday and if they fall on a Sunday, the following Monday shall be observed as the holiday. Holiday's which fall within an employee's vacation period shall be celebrated at the employee's option unless the TOWNSHIP determined that it cannot be taken because of pressure of work.

10.3 In order to be eligible for holiday pay, an employee must be on the active payroll of the Township and must have worked his full regularly scheduled work day before and after the holiday, unless such absence is authorized.

SECTION 11 - EQUAL TREATMENT

11.1 The TOWNSHIP agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, handicap, UNION membership or UNION activities.

SECTION 12 - VACATION LEAVE

12.1 The following vacation schedule shall apply:

From date of appointment to December 31st
of the year of appointment.....1 day per month
For each succeeding year up to and
including the fifth (5th) year of
employment.....12 work days
per calendar year

From the sixth (6th) through and
including the tenth (10th) year of
employment.....15 work days
per calendar year

From the eleventh (11th) through and
including the fifteenth (15th) year of
employment.....20 work days
per calendar year

Sixteen (16) years of employment
and over.....25 work days
per calendar year

12.2 If an employee is called back to work while on vacation, he shall be paid at the rate of twice (2) his regular rate of pay for all hours worked and shall not lose vacation day or days.

12.3 Unused vacation may be accumulated one year beyond the calendar year in which it is earned, subject to the approval of the Municipal Manager. This approval will not be unreasonably denied.

12.4 An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year.

12.5 Whenever an employee dies, having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of death.

12.6 Vacation leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay except military leave.

SECTION 13 - EQUAL PAY FOR EQUAL WORK

Any employee who performs work in a higher pay classification than his own for at least four (4) CONSECUTIVE hours in any work day, shall receive the rate of pay at the maximum of the new range for the period he/she worked in that range.

SECTION 14 - CLASSIFICATIONS AND JOB DESCRIPTIONS

14.1 The classification for employees covered by this Agreement is attached hereto as Appendix A and by reference is made part of this Agreement.

14.2 If during the term of this Agreement the TOWNSHIP determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications the parties agree that they will consult with a view to arriving at a mutually acceptable determination, including the rate of pay thereof, prior to such changes being

made effective. Should the parties fail to agree, the matter may be referred by the TOWNSHIP to the grievance procedure.

SECTION 15 - DISCIPLINE

15.1 No employee may be suspended for a period of more than five (5) days without first having a disciplinary hearing. Notice of such hearing, along with specifications shall be furnished to the employee, with a copy to the UNION President and to the Council office. The employee shall be entitled to representation at any such hearing by the Local Union President, Union Steward and Council Representative.

15.2 The person initiating any such charges shall not be the presiding officer at any disciplinary hearing.

15.3 Any suspension of five (5) days or less may become the subject of a grievance.

15.4 Any suspension in excess of five (5) days, or any removal of an employee may be appealed to Civil Service or may be appealed to arbitration provided the UNION supports the request for arbitration. The employee shall have ten (10) days from the date of receipt of final notice of disciplinary action to indicate his choice. His choice of either arbitration or Civil Service hearing shall be final and irrevocable.

SECTION 16 - GRIEVANCE PROCEDURE

16.1 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 UNION, or the TOWNSHIP.

16.2 Any grievance of an employee, or of the UNION, shall be handled in the following manner:

STEP 1. The aggrieved employee and/or Union Representative, or both, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days after the occurrence of the event or knowledge thereof out of which the grievance arises. The immediate supervisor shall then attempt to adjust the matter and shall respond to the employee and Union Representative within five (5) working days.

STEP 2. If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing by the UNION Representative to the Department Head within five (5) days after the immediate supervisor's response is due. The Department Head shall respond in writing to the UNION President or his designated representative within five (5) working days.

STEP 3. If the grievance still remains unadjusted, it shall be presented by the President, or UNION representative to the Municipal Manager in writing within Ten (10) working days after the response of the Department Head is due. The Municipal Manager shall meet with all parties involved within Ten (10) working days and shall render a decision in writing within five (5) working days following such meeting.

STEP 4. If the grievance is still unsettled, the UNION may, within fifteen (15) working days after the reply of the Municipal Manager is due, by written notice to the Municipal Manager, proceed to arbitration. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) days of such decision and shall be final and binding on both parties.

16.3 The following procedure will be used to secure the services of an arbitrator:

A. A representative of the TOWNSHIP and a representative of the UNION will attempt to select a mutually satisfactory arbitrator.

B. If they are unable to do so within ten (10) working days after the Municipal Manager was notified of the UNION's decision to go to arbitration, a request will be made to the New Jersey Board of Medication or to the American Arbitration Association.

16.4 Where an employee has exercised his right of appeal as expressly granted in the Revised Civil Service Statutes of New Jersey, there shall be no right of arbitration under the provisions of this article.

16.5 Expenses for the arbitrator's services and the proceedings shall be borne equally by the TOWNSHIP and the UNION.

16.6 The UNION will notify the TOWNSHIP in writing of the names of its employees who are designated by the UNION to represent employees under the grievance procedure. Such employees so designated by the UNION will be permitted to confer with other UNION representatives, employees and with TOWNSHIP representatives regarding matters of employee representation, during working hours without loss of pay provided, however, all employees shall secure the permission of their immediate supervisor, which permission shall not be unreasonably denied.

SECTION 17 - HEAT CLAUSE

It is mutually agreed between the TOWNSHIP and the UNION that when a heat index of 80 degrees is reached no outside hot asphalt work will be performed in accordance with the Temperature-Humidity Index which is attached and marked as Appendix 1. It will be the responsibility of supervisory personnel to ascertain whether a T.H.I. of 80 degrees is reached. Furthermore, once this level is reached, work will continue until all remaining blacktop or other materials on loaded trucks have been placed. No additional trucks will be dispatched unless an unsafe condition would result in which case the supervisor and/or department head will only order enough material to rectify the dangerous condition.

SECTION 18 - UNIFORMS

Effective January 1, 1991, employees covered by this Agreement other than mechanics, shall receive a \$400 clothing allowance.

Employees with the title of Mechanic shall receive a \$425 clothing allowance. Effective January 1, 1992, the Township will contract with a uniform company to provide and maintain uniforms for all employees. Prior to putting out bids for said service the Township will discuss with the Union standards for the uniforms.

SECTION 19 - JOB POSTINGS

Notice of all vacancies shall be posted on employee bulletin boards.

Newly created positions, vacancies or promotional jobs, shall be posted in the following manner:

Position classification
Location (Department, etc.)
Rate of Pay
Hours of work
Person to contact

SECTION 20 - PROMOTIONS

It shall be the policy of the Employer to promote to supervisory positions from the ranks of employees covered by this collective bargaining agreement whenever possible.

SECTION 21 - LONGEVITY

A. Each full time employee shall be entitled to longevity pay based solely on the length of full time employment with the Township of Lawrence. The payments shall be made in conjunction with the payment of the base rate of an employee's compensation and shall be in accordance with the following schedule:

LENGTH OF SERVICE	AMOUNT PER ANNUN
8 years	\$ 500
12 years	800
16 years	1,100
20 years	1,400
24 years	1,700
28 years	2,000

B. Longevity pay, as heretofore set forth, shall become effective January 1st or July 1st, the date nearest to the anniversary date of employment.

SECTION 22 - EMPLOYEE ASSESSMENT REVIEW SYSTEM

1. The Township will maintain an employee assessment review system for all employees covered by this contract. The system will include a formal process whereby the employee and his designated supervisor mutually formulate performance and goals and work standards appropriate to the job description which shall be the basis for measuring the employee's performance during a rating period.
2. Where there are disagreements between the employee and his supervisor on performance assessment: the employee may note in writing the disagreements and may have a Union representative discuss the disagreements with the supervisor.
3. Where the employee and the designated supervisor fail to reach an agreement on performance and employment goals and work standards, the disputed matter will be processed as a grievance through the grievance procedure. This review will become a part of the employee's permanent personnel record subject to changes per any grievance or arbitration proceedings.
4. The required signature of the employee on the annual employee assessment review form or any related form shall be acknowledgement but shall not be construed to mean agreement with the content unless such agreement is stated thereon by the employee.
5. In the event of a proposed modification or change in part or all of the employee assessment review system: the Township shall agree to discuss such changes with the Union prior to its introduction and/or implementation.

6. At no time shall an employee performance assessment review affect the employee's annual salary increase or increment.

7. This review is confidential in nature and cannot be shared in any manner.

SECTION 23 - TERM AND RENEWAL

This Agreement shall be in full force and effect on January 1, 1991 and shall be in effect and including December 31, 1992. 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 and fifty (150) days prior to the budget submission date in the year of the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

SECTION 24 - SEVERABILITY AND SAVINGS

If any provision of this contract shall be adjudged invalid, said section shall be considered removed from the contract. Such adjudication shall not affect the validity of the remaining sections which shall be deemed severable therefrom.

IN WITNESS, WHEREOF, the parties hereto have set their hands and seals at Lawrence Township, New Jersey, on this 6th day of December, 1991.

LOCAL 2476, COUNCIL NO. 73
AFSCME, AFL-CIO

By: Bill Park
Bill Park, Pres.

Witness:

Gerard J. Meera
Gerard J. Meera

TOWNSHIP OF LAWRENCE
HERCEB COUNTY, N.J.

By: Robert Sheehan
Robert Sheehan

Witness:

Joseph Monzo
Joseph Monzo

APPENDIX I

TEMPERATURE-HUMIDITY INDEX

Different combinations of heat and moisture in the air cause different sensations of comfort or discomfort in human beings. "Temperature-Humidity Index", is a term used by the Weather Bureau to express what this combined temperature-humidity effect has on the majority of people, although it is known that individual reactions vary considerably from person to person.

By extensive laboratory tests, "Temperature-Humidity Index" values have been established for each group of separate simultaneous air temperature and relative humidity readings which give equivalent feelings of comfort. The index can also be computed using wet bulb or dew point temperatures from which, in combination with the air temperature, relative humidities may be computed.

The "Temperature-Humidity Index" has a direct relationship with the level of comfort experienced by most people. Relatively few people in summer will be uncomfortable from heat and humidity while the Temperature-Humidity Index is 70 or below. About half of the people will be uncomfortable by the time the Temperature-Humidity Index reaches 75. Almost everyone will be uncomfortable by the time the Temperature-Humidity Index reaches 79, and discomfort becomes more acute as the index climbs still higher. Infrequently in some parts of the United States, the Temperature-Humidity Index values reach as high as 90. The highest Temperature-Humidity Index noted so far in a sampling of data in the United States, is 92.

Several equations which may be used to compute Temperature-Humidity Index values are given below. The choice of the one used will depend on the observational data available.

$$\text{T.H.I.} = 0.4 (td + tw) + 15$$

$$\text{T.H.I.} = .55 td + .2 tdp + 17.5$$

$$\text{T.H.I.} = td - (0.55 - 0.55 RH) \cdot (td - 58)$$

T.H.I. is Temperature-Humidity Index; td is dry bulb (air) temperature in Fahrenheit degrees; tw is wet bulb temperature in Fahrenheit degrees; tdp is dew point temperature in Fahrenheit degrees; RH is relative humidity expressed in decimals (e.g., 0.65 is used for 65%).