

1995 to 1996 AGREEMENT
between
THE TOWNSHIP OF LAWRENCE
and
THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 73,
AFL-CIO, LOCAL 2257

January 1, 1995 to December 31, 1996

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PREAMBLE

This two year Agreement made and entered into this day
of 1995, 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
#2257, 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
Article I, Recognition, in order that more efficient and
progressive public service may be rendered. This Agreement will
expire on the 31st day of December, 1996.

ARTICLE I
RECOGNITION

1.1 The Township hereby recognizes the Union as the exclusive representative for collective negotiations concerning wages, hours of employment and other terms and conditions of employment as set forth herein for all employees in classifications appended hereto as Appendix A who are employed by the Township, and for such additional classifications as the parties may later agree to include, excluding all supervisors, managerial executives, and confidential employees.

1.2 Unless otherwise indicated by the contents of this Agreement, the title "employee" shall be defined to include all full time and part time permanent and provisional bargaining unit members, the plural as well as the singular, and to include males as well as females.

1.3 Permanent full time employees and permanent part time employees are those employees covered by this Agreement who are regularly scheduled to work twenty (20) hours or more per week.

ARTICLE II

MANAGEMENT RIGHTS

2.1 The Employer retains and may exercise all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey. Except as specifically abridged, limited, or modified by the terms of this Agreement between the Employer and the Union, all such rights, powers, authority, prerogatives of management and responsibilities to promulgate and enforce reasonable and necessary rules and regulations governing the conduct and the activities of the employees are exclusively retained by the Employer.

ARTICLE III

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 amount equal to eighty-five percent (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, 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 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.

ARTICLE IV

HOURS AND OVERTIME

4.1 The normal work week shall consist of five (5) consecutive days of seven (7) hours per day, Monday through Friday, inclusive, for a total of thirty-five (35) hours per week. Lunch break shall be one (1) hour, with a morning break of fifteen (15) minutes, and an afternoon break of fifteen (15) minutes.

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 seven (7) hours in any work day; or
- b. WEEKLY - all work performed in excess of thirty-five (35) hours; or
- c. ALL work performed on the sixth (6th) work day as such of any work week; or
- d. ALL work performed on a holiday plus the regular pay for the holiday.

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 seventh (7th) work day as such of any work week; or
- b. ALL work performed in excess of fourteen (14)

continuous hours until a full seven (7) hour break occurs.

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 or works more than two hours before or after their regularly scheduled shift. Five dollars (\$5.00) per meal allocated.

4.6 Any employee who is required to report to work during periods other than his/her 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 three and one-half (3-1/2) hours pay at the overtime rate unless it is 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, and 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/she was recalled provided, however, that he/she shall not be entitled to successive minimum three and one-half (3-1/2) hour guarantees should he/she be recalled within that same three and one-half (3-1/2) hours of work.

4.7 Compensatory time will be credited at time and one-half as prescribed in the Fair Labor Standards Act.

4.8 Communications Operator and Communications Operator Trainee shall work the schedule provided for in the collective bargaining agreement between Lawrence Township and P.B.A. #119. The overtime provisions in the P.B.A. #119 agreement in effect on 1/1/95 shall be the basis for overtime compensation for the Communications Operator and Communications Operator Trainee titles.

ARTICLE V

SENIORITY

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

5.2 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.

5.3 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.

5.4 The Township shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

ARTICLE VI

DISCIPLINE

6.1 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.

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

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

6.4 Anything of a detrimental or disciplinary nature placed in an employee's permanent personnel file must also be copied to the affected employee.

6.5 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.

ARTICLE VII

GRIEVANCE PROCEDURE

7.1 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 employee, employee's attorney, the Union, or the Township.

7.2 Any grievance of an employee, or of the Union, shall be handled in the following manner:

STEP 1. The aggrieved employee and/or Steward, 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 address the matter and shall respond to the employee and Steward within three (3) 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 Steward 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 three (3) working days.

STEP 3. If the grievance still remains unadjusted, it shall be presented by the President or Union representative to the Municipal Manager or designee in writing within (7) days after response of the Department head is due. The Municipal Manager or

designee shall meet with all parties involved within five (5) days and shall render a decision in writing within five (5) days following such meeting.

STEP 4. If the grievance is still unsettled, the Union may, within fifteen (15) 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 and such decision shall be final and binding on both parties.

7.3 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) 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 Public Employment Relations Commission.

7.4 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.

7.5 Expenses for the arbitrator's services and the proceedings shall be borne equally by the Township and the Union.

7.6 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.

ARTICLE VIII

HOLIDAYS

8.1 All permanent employees on the payroll shall be entitled to paid holiday leave for all official holidays observed by the Township of Lawrence.

8.2 The following holidays shall be observed by the Township of Lawrence:

- | | |
|----------------------------------|----------------------------|
| 1. New Year's Day | 8. General Election Day |
| 2. Martin Luther King's Birthday | 9. Thanksgiving Day |
| 3. Lincoln's Birthday | 10. Day after Thanksgiving |
| 4. Washington's Birthday | 11. Memorial Day |
| 5. Good Friday | 12. Independence Day |
| 6. Columbus Day | 13. Labor Day |
| 7. Veteran's Day | 14. Christmas Day |

8.3 In the event that a holiday falls on a weekend, the preceding Friday shall be observed as the holiday if the holiday falls on a Saturday, and the following Monday shall be observed as the holiday if the holiday falls on a Sunday. Holidays which fall within an employee's vacation period shall not be counted as part of his/her vacation.

ARTICLE IX

VACATIONS

9.1 Employees covered by this Agreement shall be entitled to an annual vacation based on their years of service as follows:

<u>EMPLOYMENT PERIOD</u>	<u>VACATION</u>
From date of appointment to December 31st of the year of appointment	1 working day per month
For each succeeding year through the fifth (5th) year of employment	12 working days per calendar year
From the sixth (6th) year through the tenth (10th) year of employment	15 working days per calendar year
From the eleventh (11th) year through the fifteenth (15th) year of employ.	20 working days per calendar year
From the sixteenth (16th) year of employment and each year thereafter	25 working days per calendar year

9.2 Unused paid vacation leave may be accumulated one year beyond the calendar year in which it is earned with the approval of the Municipal Manager.

9.3 Any employee who dies, retires or is otherwise separated from employment shall be entitled to payment for all unused paid vacation leave on a pro-rated basis dependent upon the employee's regular salary upon death, retirement or separation and the number of months of the employee's employment during the calendar year in question.

9.4 Any vacation days taken over the earned number of days for the year shall be repaid on a pro-rated basis by the employee if the employee is terminated or leaves Township employment prior to the end of the year except in the case of an employee's death.

9.5 One or two day vacation requests shall require forty-eight (48) hour notice. Such requests shall not be unreasonably denied.

ARTICLE X

PERSONAL LEAVE

10.1 In regard to personal leave, the following regulations apply:

a. All full time employees covered by this Agreement shall be eligible for three (3) days personal leave, with pay, for personal matters concerning the employees as delineated below.

b. Personal days are for the purposes of conducting personal affairs of a non-recreational nature or professional affairs which cannot be carried out after scheduled work hours.

c. Requests for personal days shall not be unreasonably denied.

10.2 Personal leave shall not be accumulative from year to year. All employees shall be compensated for unused personal days at straight time pay, calculated on the calendar year ending December 31st.

10.3 Any employee who dies, retires or is laid off shall be entitled to payment for all unused paid personal days on a pro-rated basis dependent upon the employee's regular salary upon death, retirement or lay-off and the number of months of the employee's employment during the calendar year in question.

ARTICLE XI

SICK LEAVE

11.1 All full time employees shall be entitled to paid sick leave to be utilized by the employee when he or she is unable to perform his/her work by reason of personal illness, accident or exposure to contagious disease. Paid sick leave shall accrue on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter. Any amount of paid sick leave not used in any calendar year shall accumulate to the employee's credit from year to year to be utilized if and when needed.

11.2 All full time employees shall be entitled to a 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).

Such payment shall not exceed \$15,000 calculated at fifty percent (50%) of the employee's daily rate of pay multiplied by the number of accumulated sick days. Employees may defer payment until the succeeding year by requesting such in writing to the payroll department.

11.3 A \$100 payment will be given to any employee not using any sick days in a calendar year.

ARTICLE XII

BEREAVEMENT LEAVE

12.1 In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the date of death or the day of the funeral, but in no event shall said leave exceed four (4) consecutive working days per incident, except in a case where the funeral is more than four (4) consecutive working days after the day of death, in which case the day of the funeral shall be granted with pay, or in the case of spouse or child, in which case said leave shall not exceed ten (10) consecutive working days per incident.

12.2 The term "immediate family" includes wife, husband, daughter, son, father, mother, brother, sister, grandchildren, mother-in-law, father-in-law, or a relative who is regularly living in the employee's household.

12.3 In the event of the death of an employee's grandmother, grandfather, aunt, uncle, or cousin, the day of the funeral will be granted as time off without loss of compensation unless the relative permanently resided in the employee's household.

12.4 Notwithstanding the content of the foregoing subparagraph, the Municipal Manager in his sole discretion may grant special consideration in those situations which are not covered by the above circumstances.

12.5 The Township may require verification of death.

ARTICLE XIII

LEAVES OF ABSENCE

13.1 MILITARY LEAVE: Any full time employee covered by this Agreement who is a member of the National Guard or reserve components in the military or naval service of the United States and is required to perform active duty for training periods shall be granted a leave of absence with pay for the periods of such training. When an employee, not on probation, has been called to active duty or drafted into the military or naval service of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service. However, in order for that employee to be reinstated without loss of privileges or seniority, he must report for duty with the Township within sixty (60) days following his honorable discharge from the military service.

13.2 MATERNITY LEAVE: Maternity leave may be granted up to one (1) year by the Municipal Manager or his designee provided the request is made in writing one month prior to the effective date of leave. The leave, if granted, shall be without pay. Requests for leave under this section will not be unreasonably denied.

13.3 a. A leave of absence without pay may be requested by an employee covered by this Agreement by submitting the reason(s) for the requested leave, in writing, to the Department head. Said leave can be granted for periods not to exceed three (3) months at any one time. Such leave may be renewed for an

additional three (3) months by the Municipal Manager. Employees returning from an authorized leave will be restored to their original classification or another appropriate one of the same or similar salary to the one being earned at the time of the beginning of said leave.

b. If an employee sustains an injury while in the township's employ and on duty, the employee will be continued without loss of pay for the maximum of one (1) year from the date of the accident. Such eligibility for this leave is determined by the definition of job injury as set out in the New Jersey Workers' Compensation Law. Payments which an employee receives from the provisions of the Workers' Compensation Law or Temporary Disability Law shall be remitted to the Township. Thus, any employee covered by this leave will receive no more than his normal weekly salary payment.

ARTICLE XIV

COURT ATTENDANCE

14.1 An employee who is called to serve on a jury and does so shall be entitled to paid leave for the period of time in which he is officially involved with the Court in such capacity.

ARTICLE XV

HEALTH BENEFITS

15.1 The Township agrees to provide fully paid health insurance for all employees and their families. Employees will have the option of choosing between the Blue Cross plans. The Township agrees to provide equivalent or better health benefits coverage if the carrier is changed. The current available coverages are Blue Cross Select and HMO Blue.

15.2 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 carrier for this program with a \$1.00 co-pay feature. Effective 1/1/92, the co-pay will increase to \$5.00 for brand names and will remain \$1.00 for generic drugs. Effective 1/1/96 the co-pay for brand name drugs is \$7.00, generic to remain \$1.00.

15.3 The Township will pay fifty percent (50%) on an approved dental plan for employees and their families and reserves the right to choose the insurance carrier. Employees shall have the option to participate in this program. Management will agree to a change in the current carrier to provide equal or better coverage.

15.4 a. The Township will pay \$100.00 per employee for the purpose of a physical/eye exam, eyeglasses or contact lenses per year, as long as dual coverage is not in effect.

b. Employees will have the option of having the physical exam performed by a physician designated by the

Township. Should the employee choose this option, the Township will pay for the cost of said exam. However, in either case, the employee must agree to allow the physician to release to the Township a statement, the contents of which shall be limited to the following:

1. The employee is in good health, or
2. The employee should seek further advise from his/her personal physician.

Should the employee not agree to release this statement, the Township will not bear the cost of said exam or will not reimburse the employee for the cost depending on the option chosen.

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

15.5 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.

15.6 The Township agrees to provide retirement benefits in accordance with applicable New Jersey statutes.

15.7 Employees who retire after twenty (20) 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.

15.8 The Township shall provide employees the option of their enrollment in the IRS Code Section 125.

15.9 An employee who elects not to enroll in any health benefit plan and/or prescription drug plan and provides documentation of comparable coverage from another source (e.g., a spouse's employer) shall be entitled to receive a cash payment equivalent to one-half the cost of single health benefits and/or prescription drug coverage. Such payment will be made semi-annually within thirty (30) days of the mid-point and the end of the enrollment period. Employees will be eligible to re-enroll during the year under special circumstances as outlined in the Blue Cross Select Plan.

15.10 Married employees where both parties are employees or retirees of the Township of Lawrence shall be covered for health benefits under one policy. No duplicate coverages.

ARTICLE XVI

UNION REPRESENTATIVES

16.1 The Township recognizes the right of the Union to designate a Union President or designee and two (2) Union Stewards to represent the Union and the employees covered by this Agreement. The Union shall furnish the Township with the names of the President or designee and Stewards and will notify the Township of any changes.

16.2 The authority of the President or designee or Union Stewards designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

a. The investigation and presentation of grievances in accordance with the provisions of the Agreement. Both parties agree that if it is necessary for the President or designee or Stewards to perform any such duties during his work time, the President or designee or Stewards shall be released from work by his supervisor only to the extent necessary to make the investigation and for conferring with the Township representative.

b. The transmission of such messages and information which will originate with and are authorized by the union, or its officers, provided that such messages and information:

1. Are of a routine nature and do not involve work stoppages, slowdowns or any other interference with Township business; and

2. The Union President or designee or Union Stewards are authorized to investigate, present and process grievances on or off the premises, provided such activity is not disruptive of any work in which he/she is engaged and subject to the necessity of maintaining his schedule and not disrupting the schedule or manpower of any other member of the bargaining unit who may be involved in the grievance.

16.3 Representatives of the Union who are not employees of the Employer shall be permitted to visit with employees during

the working hours at their work stations for the purpose of discussing Union representation matters. Such representatives shall also be recognized by the Employer as an authorized spokesperson for the Union in meetings between the parties regarding employee representation.

16.4 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 conduct Union business or attend conventions, seminars or workshops with a maximum of twelve (12) days per year per person. The Union shall designate no more than four (4) employees to serve as Union representatives.

ARTICLE XVII

EXTENDED SICK LEAVE

17.1 Effective September 1, 1989, an extended leave program was established by the Township. The intent of this program is to provide disability protection for employees covered under this contract.

17.2 Each employee may 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.

17.3 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.

17.4 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.

17.5 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.

17.6 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.

ARTICLE XVIII

JOB POSTING

18.1 Notice of all vacancies shall be posted on all Union bulletin boards for this local and the employer will notify the Union President of any title changes. In addition, the posting shall list the salary level, hours of work, classification, job description, qualifications and instructions for making the appropriate application.

18.2 All job openings must be posted according to the provisions of this section before an offer of employment can be extended to a candidate. Those employees who make the appropriate application shall be considered as candidates provided they meet the necessary criteria to perform the duties of the vacant position.

18.3 Notices shall be posted for a period of at least five (5) working days.

18.4 Immediately upon removal of said job postings, notice of hiring shall be forwarded to the President of the Local Union.

ARTICLE XIX

EDUCATIONAL BENEFITS

19.1 The Township agrees in the event that an employee is required to attend educational courses as a job requirement, the Township will reimburse said employee for the amount required.

ARTICLE XX

SAFETY AND HEALTH

20.1 The Employer shall at all times maintain safe and healthful working conditions and will provide employees with any wearing apparel, tools or devices needed in order to insure their safety and health.

20.2 The Employer and the Union will maintain a Safety Committee comprised of the following: a safety official and one other member designated by the Employer and two members selected by the union. The President of the Union may attend but shall have no voting power. It will be the responsibility of the Committee to investigate and correct unsafe and unhealthful conditions. The Committee shall meet monthly or as necessary to review general health and safety conditions and to make recommendations to the Municipal Manager about such conditions.

Recommendations should be submitted to the Municipal Manager or designee and the implementation should be made within thirty (30) days of presentation or a valid explanation be made to the President of the Union in writing. The President or designee shall remind the Manager' designee 15 days after presentation. If a recommendation is not addressed within this time frame, there shall be an emergency meeting held five days after the thirty day period with the Safety Committee and the Municipal Manager.

20.3 The Safety Committee members shall be permitted reasonable opportunity to visit work locations throughout the

Employer's facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.

ARTICLE XXI

LABOR/MANAGEMENT MEETINGS

21.1 The Union and the Employer agree to meet on a quarterly basis or at a mutually convenient time for the purpose of discussing issues that concern either party. The party requesting such a meeting will supply the second party with an agenda within ten (10) working days of the meeting. These meetings shall not be used to settle grievances nor are they designed to circumvent the collective bargaining process.

ARTICLE XXII

CLASSIFICATIONS AND JOB DESCRIPTIONS

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

22.2 Determinations regarding job descriptions and classifications shall remain matters of managerial prerogative. Changes in compensation shall be a negotiable item when required by law.

22.3 Change of title in order to implement a higher salary without a change of work duties must be done in accordance with a Civil Service desk audit.

22.4 The Municipal Manager agrees to meet and discuss with

the Union President or designee and an representative from any title which shall be the subject of a range upgrade. Such request must be accompanied by documentation supporting any such upgrade.

ARTICLE XXIII

EQUAL PAY FOR EQUAL WORK

23.1 Any employee who performs work in a higher grade pay classification than his own for at least four (4) consecutive hours in any work day shall receive the greater of five percent (5%) above the current salary or the minimum of the new range for such work for the time that it is performed. An exception to the Article would be for training for a new job title provided that one (1) week notice is given prior and such training does not last for more than two (2) weeks.

ARTICLE XXIV

ACCESS TO PERSONNEL FILES

24.1 An employee covered by this Agreement shall have the right to inspect and obtain copies of documents from his personal history file maintained at Township Hall at any reasonable time upon five (5) working days' written notice to the custodian thereof. Whenever, in the option of the employee's supervisor, derogatory material is placed in the employee's personal history file, the Township agrees to notify the employee in writing of that action. The contents of the employee's personal history

file shall not be made public unless required in disciplinary proceedings or by court order or subpoena process in a judicial proceeding. An employee covered by this Agreement shall be allowed to place in such a file a response to anything contained therein.

24.2 Disciplinary actions and letters of official reprimand may be removed upon petition from employee's personnel file after eighteen (18) months. Such requests should demonstrate appropriateness.

ARTICLE XXV

BULLETIN BOARDS

25.1 The Township shall provide three (3) bulletin boards for the Unit covered by this Agreement.

25.2 Notices of Union meetings, official Union business, Union social, recreational and educational events shall be the material posted by the Union. Such notices shall be signed by the Union President prior to posting and must be on Union letterhead.

ARTICLE XXVI

NON-DISCRIMINATION

26.1 The Township and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment covered by this Agreement because of such individual's race, color, creed, religion, sex, national origin, handicap, age, or sexual preference.

ARTICLE XXVII

LONGEVITY

27.1 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:

<u>STEP</u>	<u>LENGTH OF SERVICE</u>	<u>AMOUNT PER ANNUM</u>
A	Beginning in year 8 through year 11	\$ 500
B	12 through 15	800
C	16 through 19	1,100
D	20 through 23	1,400
E	24 through 27	1,700
F	28 and beyond	2,000

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

27.3 The Township shall establish a deferred compensation plan for members of this bargaining unit.

27.4 Past and present permanent part time service to the Township shall be recognized for purposes of computing a seniority date regarding an employee's longevity anniversary. Such time shall be pro-rated so that each year's service will be credited for one-half year longevity.

ARTICLE XXVIII

CLOTHING ALLOWANCE

28.1 There will be an annual clothing allowance given on January 1st of year as follows: \$250 for Public Works, Housing, Sanitary and Building Inspectors, and \$450 for the Animal Control Officer and Communications Operator.

ARTICLE XXIX

EMPLOYEE ASSESSMENT REVIEW SYSTEM

29.1 Effective January 1, 1992, the employee assessment review system as outlined below will be implemented:

a. 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.

b. Where there are disagreements between the employee and his supervisor on performance assessment, the employee may note in writing the disagreement and may have a Union representative discuss the disagreement with the supervisor.

c. 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 a grievance procedure. This review will become part of

the employee's permanent personnel record subject to changes per any grievance or arbitration proceedings.

d. 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.

e. 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.

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

g. This review is confidential in nature and cannot be shared in any way.

ARTICLE XXX

SEPARABILITY AND SAVINGS

30.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, and that all other provisions or applications of this Agreement shall continue in full force and effect for the duration of this Agreement. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing provisions of State and local law.

ARTICLE XXXI

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

AFSCME, Council #73
AFL-CIO, Local #2257

Township of Lawrence
Lawrenceville, New Jersey

/s/ Elizabeth L. Leedom

/s/ William J. Guhl

/s/ Gerard J. Meara

APPENDIX A
SALARY SCHEDULE

1. Anniversary dates for all employees covered by this Agreement will be determined by the following criteria:

Those hired prior to January 1, 1985 will have a January 1st anniversary date. Those hired after January 1, 1985 shall have an anniversary date of either January 1 or July 1, whichever date is nearest the date of employment.

2. The salary of an employee who is promoted shall be changed to the nearest step in the range of the new title that is equivalent to at least one full increment.

3. Permanent part time employees will receive an hourly rate based on their title, grade and step as determined in this collective bargaining agreement.

4. With the inception of the grade and step system in the 1985 contract, please note that all new employees must be hired at the minimum of the pay scale unless consent of the union is received. Discussion and negotiation of starting salaries above the minimum should be completed within two weeks.

5. Salaries for 1995 and 1996 are as follows:

a. For 1995 all employees shall receive an increase in salary of 3.75% effective January 1.

b. For 1996, all employees will receive a 3.75% increase effective January 1.

c. In recognition of shift work, communication operators/typists working regular shift schedules between the hours of 3:00 p.m. and 7:00 a.m. shall receive \$550 annually divided equally over each pay period.

WHITE COLLAR GRADE, TITLE AND WAGE LISTING

GRADE AND JOB TITLE	01/01/95	01/01/96	STEP
GRADE 1	0	0	1
Clerk Typist	14,904	15,463	2
	15,806	16,399	3
	16,705	17,331	4
	16,489	17,107	5
	19,036	19,750	6
GRADE 2	15,567	16,151	1
Account Clerk	16,489	17,107	2
Senior Clerk Typist	17,410	18,063	3
Tax Clerk	18,331	19,018	4
<i>Reports, registration of vital records</i>	19,253	19,975	5
	20,705	21,481	6
GRADE 3	16,229	16,838	1
Radio Dispatcher/Typist	17,129	17,771	2
	18,030	18,706	3
	18,930	19,640	4
	19,831	20,575	5
	21,260	22,057	6
GRADE 4	16,732	17,359	1
Data Control Clerk/Typing	17,632	18,293	2
Senior Assessing Clerk	18,532	19,227	3
Senior Tax Clerk	19,434	20,163	4
	20,333	21,095	5
	21,902	22,723	6
GRADE 5	18,480	19,173	1
Principal Clerk Transcriber	20,070	20,823	2
Principal Clerk Typist	21,129	21,921	3
Purchasing Assistant	22,188	23,020	4
Purchasing Assistant/Senior Clerk Typist	23,248	24,120	5
Switchboard Operator/Typing	24,835	25,766	6
GRADE 6	19,189	19,909	1
Principal Clerk Stenographer	20,369	21,133	2
Senior Account Clerk	21,550	22,358	3
	22,729	23,581	4
	23,910	24,807	5
	26,284	27,270	6
GRADE 7	20,864	21,646	1
Asst. Municipal Clerk/Transcriber	22,102	22,931	2
Communication Operator	23,340	24,215	3
Court Aide	24,577	25,499	4
Deputy Municipal Court Administrator	25,816	26,784	5
Legal Aide	27,584	28,618	6
Principal Account Clerk			
Principal Clerk Stenographer/Deputy Registrar of Vital Statistics			
Public Works Inspector			
Secretarial Assistant			
Senior Engineering Aide			
Technical Asst./Office of the Construction Office (Stenographer)			
Votations Clerk/Deputy Municipal Court Clerk			

WHITE COLLAR GRADE, TITLE AND WAGE LISTING

GRADE AND JOB TITLE	01/01/95	01/01/96	STEP
GRADE 8	22,188	23,020	1
Administrative Clerk	23,758	24,649	2
Animal Control Officer	25,806	26,774	3
Assistant Municipal Tax Collector	27,095	28,111	4
Municipal Court Administrator	28,450	29,517	5
Principal Payroll Clerk	31,324	32,499	6
Public Health Investigator			
Senior Communications Operator			
GRADE 9	24,434	25,350	1
Senior Public Works Inspector	25,770	26,736	2
	27,105	28,121	3
	28,442	29,509	4
	29,778	30,895	5
	31,647	32,834	6
GRADE 10	25,846	26,815	1
Assistant Zoning Officer	26,999	28,011	2
Building Inspector	28,153	29,209	3
	29,306	30,405	4
	30,458	31,600	5
	32,142	33,347	6
GRADE 11	28,489	29,557	1
Administrative Secretary	30,319	31,456	2
Housing Inspector	32,151	33,357	3
Principal Engineering Aide	33,983	35,257	4
Sanitary Inspector	35,814	37,157	5
	38,174	39,606	6
GRADE 12	30,348	31,486	1
Plumbing Inspector	32,148	33,354	2
Supervising Public Works Inspector	33,946	35,219	3
<i>Electrical Inspector</i>	35,746	37,086	4
	37,545	38,953	5
	39,876	41,371	6
GRADE 13	32,207	33,415	1
Senior Building Inspector	34,120	35,400	2
Senior Sanitary Inspector	36,034	37,385	3
Supervisor of Accounts	37,947	39,370	4
	39,861	41,356	5
	42,304	43,890	6
GRADE 14	16,628	17,252	1
Bachelor of Science Nurse BSN - Part Time	17,961	18,635	2
	19,292	20,015	3
	20,440	21,207	4
	21,588	22,398	5
	22,737	23,590	6
GRADE 15	18,111	18,790	1
Graduate Public Health Nurse RN - Part Time	19,323	20,048	2
	20,471	21,239	3
	21,619	22,430	4
	22,767	23,621	5
	23,915	24,812	6

WHITE COLLAR GRADE, TITLE AND WAGE LISTING

GRADE AND JOB TITLE	01/01/95	01/01/96	STEP
GRADE 16	42,794	44,399	1
Electrical Sub-Code Official	45,501	47,207	2
Plumbing Sub-Code Official	48,208	50,016	3
	50,915	52,824	4
	53,620	55,631	5
	56,327	58,439	6
GRADE 17	29,651	30,763	1
Emergency Medical Technician	31,185	32,354	2
Emergency Medical Technician/Fire Prevention Specialist	32,717	33,944	3
	34,248	35,532	4
	35,776	37,118	5
	37,300	38,699	6