

**EMPLOYMENT AGREEMENT  
BETWEEN**

**THE TOWNSHIP OF LAWRENCE**

**AND**

**THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
COUNCIL 73, AFL-CIO, LOCAL 2476**

**JANUARY 1, 2010 TO DECEMBER 31, 2013**

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## PREAMBLE

This four-year Agreement made and entered into this   10th   day of   May  , 2010, 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 of the 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 31<sup>st</sup> day of December 2013.

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. 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

### Section 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 (10<sup>th</sup>) 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

### Section 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, 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 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 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 basis or who are reappointed from year-to-year shall be considered to be in continuous employment.

### Section 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

### Section 4.1

The normal workweek 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 a supervisor.

### Section 4.2

Time-and-one-half (1-1/2) the employee's 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 workday; or
- b) WEEKLY – All work performed in excess of forty (40) hours; or
- c) ALL work performed on the Saturday of any workweek

### Section 4.3

Double-time the employee's regular rate of pay shall be paid for work under the following conditions:

- a) ALL work performed on the Sunday of any workweek; 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, except for work performed on Thanksgiving Day and Christmas Day (December 25<sup>th</sup>) where compensation will be double-time plus a day's pay.

### Section 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.

#### Section 4.5

The employer shall provide meals for employees working overtime through a regularly scheduled mealtime 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.

#### Section 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 (1½ ) 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 4.7

In the event that all non-essential personnel are told not to report to work or are dismissed early during normal business hours, employees covered by this agreement who work during the emergency conditions will receive compensatory time on an hour-for hour basis.



## SECTION 5 WAGE SCHEDULE

### Section 5.1

Effective January 1, 2010 all employees covered by this Agreement shall receive no wage increase. Effective January 1, 2011 all employees covered by this Agreement shall receive a wage increase of 2.6 % over base salary. Effective January 1, 2012 all employees covered by this Agreement shall receive a wage increase of 2.75 % over base salary. Effective January 1, 2013 all employees covered by this Agreement shall receive a wage increase of 2.50 % over base salary. In addition, effective January 1, 2010 no employee shall move upward on the step guide on the anniversary date of the employee. No service credit will be earned for purposes of upward movement on the step guide for calendar year 2010. Effective January 1, 2011 in addition to the annual increase employees not at the maximum of the step guide will move one step on the guide on the anniversary date of the employee, excluding service for calendar year 2010 (see new guide).

### Section 5.2

The following schedule (see Appendix 2) represents the minimum and maximum salaries for all Civil Service classifications with this unit in accordance with the salary plan and increment system.

### Section 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.

### Section 5.4

All title upgrades must be negotiated with the Union. All requests for title upgrades must go through the Union.

### Section 5.5

Seasonal employees shall not work more than four (4) months per year. Exceptions may be made where it is necessary to complete the summer work schedules.

Section 5.6

Employees on lay-off shall be offered employment as seasonal employees prior to hiring new personnel.

Section 5.7

Seasonal employees may not be hired above the salary of a bargaining unit member holding the same job title.

SECTION 6  
HEALTH AND RETIREMENT BENEFITS

Section 6.1

The Township agrees to provide health insurance for all employees and their dependents.

a) Employees shall contribute toward the cost of their health and prescription base rate premium costs. The rate of contribution will be a percentage of the total annual premium cost of all selected coverage for the employee and their dependents. Effective January 1, 2011 and continuing through December 31, 2012 the contribution amount shall be three percent (3%) of total selected health and prescription coverage premium. Effective January 1, 2013 the contribution amount shall be three and one-quarter percent (3.25%) of total selected health and prescription coverage premium.

b) Should an employee choose to opt-out of the health and prescription coverage pursuant to the policies and procedures established by the Township the employee shall not be responsible or required to contribute the three percent (3%) of total selected health and prescription coverage premium as required by Section 6.1 a. of this Agreement.

Section 6.2

a) The Township agrees to provide retirement benefits in accordance with applicable New Jersey statutes that would apply to eligible retired employees that had an original hire date of December 31, 2009 or prior. Employees hired on or after January 1, 2010 shall not be entitled to post retirement health benefits.

b) Any employee that retires on or after February 2, 2014 and is eligible for post-retirement health care benefits shall contribute no less than one percent (1%) of their pensionable benefit toward the cost of said post-retirement benefits or an amount set by New Jersey Statute that requires a higher contribution.

### Section 6.3

The Township agrees to provide a drug prescription program for eligible employees and their dependents. Employees will be required to contribute to the cost of prescription coverage as provided in Section 6.1 a. of this Agreement.

### Section 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.

### Section 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 to this program.

### Section 6.6

Post-retirement health benefits will be provided through the New Jersey State Health Benefit Plan. Retirees qualify under the following conditions:

- a) Disability retirement
- b) Service retirement with at least 25-years in a state-approved pension system and at least 10-years with Lawrence Township.
- c) Service retirement at age 62 or older with at least 15-years service with Lawrence Township.
- d) Above periods of eligibility of post-retirement health care coverage will not be applicable to employees hired on or after January 1, 2010. Employees hired on or after January 1, 2010 shall not be eligible for post-retirement benefits.

The limit of post-retirement coverage is as follows:

- a) Retirement under age 55, Township pays for coverage for ten-years from date of retirement for retiree and dependents.
- b) Retirement between ages 55 and 60, Township pays for coverage until age 65 for retiree and dependents.
- c) Retirement between ages 60 and 65, Township pays for coverage until age 65 for retiree and dependents and pays for coverage for only retiree for a period of 5-years from date of retirement. (Example: Employee retires on

- 63<sup>rd</sup> birthday, Township pays coverage cost for retiree and dependent to age 65 and pays coverage cost for retiree only until 68<sup>th</sup> birthday.)
- d) Retirement at age 65 or older, Township pays for coverage for 5-years from date of retirement for retiree only.
  - e) Above periods of eligibility of post-retirement health and prescription care coverage will not be applicable to employees hired on or after January 1, 2010.

#### Section 6.7

The Township will pay \$250 annually per employee toward the cost of an eye exam, eyeglasses, contact lenses or a physical examination.

#### Section 6.8

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

#### Section 6.9

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 Traditional Plan 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.

#### Section 6.10

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.

SECTION 7  
PAID LEAVES OF ABSENCE

Section 7.1

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 (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.

Section 7.2

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.

Section 7.3

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.

Section 7.4

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.

Section 7.5

Any employee who is disabled because of occupational injury or occupational illness shall be granted a leave of absence with full pay. Any amount of salary or wages paid or payable to such an employee for workmen'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 workmen's compensation payments terminate, whichever is sooner.

#### Section 7.6

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.

#### Section 7.7

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 member of the immediate family who is seriously ill.

#### Section 7.8

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 a calendar year shall accumulate to the employee's credit from year-to-year to be used if and when needed for such purpose. Any employee that is charged for sick hours in excess of the hours that the employee is entitled to will have the excess hours automatically charged to available "Personal Leave" hours available per Section 7.12 of this agreement.

#### Section 7.9

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.

#### Section 7.10

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

### Section 7.11

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.

### Section 7.12

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 the following calendar year. Requests for personal days, even when requested on the morning of date requested, will not be unreasonably denied. An employee who has either utilized or had excess sick or excess vacation hours charged to their available Personal Leave hours shall have their pay docked for the amount of excess hours used or charged.

### Section 7.13

Upon retirement of any employee hired prior to December 31, 2009 in accordance with applicable statutes and regulations, said employee shall be entitled to a lump sum cash payment in an amount equal to fifty percent (50%) of his accumulated sick leave provided, however, that said payment shall in no event exceed the sum of fifteen thousand dollars (\$15,000). Upon retirement employees hired on or after January 1, 2010 in accordance with applicable statutes and regulations, shall be entitled to a lump sum cash payment in an amount equal to twenty-five (25%) of accumulated sick leave provided, however, that said payment shall in no event exceed the sum of ten thousand dollars (\$10,000). 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 Employee Retirement System (PERS).

Section 7.14

Lawrence Township will be required to provide extended sick leave in accordance with the Federal Family Leave Act and New Jersey Family Leave Act.

SECTION 8  
NON-PAID LEAVES OF ABSENCE

Section 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 an employee requesting such leave. Said leave shall not exceed twelve (12) months.

Section 8.2

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

Section 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

### Section 9.1

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

### Section 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.

### Section 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.

### Section 9.4

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

### Section 9.5

For the purpose of movement on the step guide, the employee anniversary date is the first of the month in which the employee was hired or, in the case of promotion, the first of the month in which the employee was promoted to his/her current title.

## SECTION 10

### HOLIDAYS

#### Section 10.1

The following dates are recognized paid holidays whether or not worked:

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

#### Section 10.2

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.

#### Section 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 workday before and after the holiday, unless such absence is authorized.

SECTION 11  
EQUAL TREATMENT

Section 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

Section 12.1

The following vacation schedule shall apply:

<u>EMPLOYMENT PERIOD</u>	<u>VACATION</u>
From date of appointment to December 31 <sup>st</sup> of the year of appointment	1 Working day per month
For each succeeding year through the fifth (5 <sup>th</sup> ) year of employment	12 Working days per calendar year
From the sixth (6 <sup>th</sup> ) year through the tenth (10 <sup>th</sup> ) year of employment	15 Working days per calendar year
From the eleventh (11 <sup>th</sup> ) year through the fifteenth (15 <sup>th</sup> ) year of employment	20 Working days per calendar year
From the sixteenth (16 <sup>th</sup> ) year of employment and each year thereafter	25 Working days per calendar year
For employees hired on or after 1/1/07 from the sixteenth (16 <sup>th</sup> ) year and each year thereafter	23 Working days per calendar year

Section 12.2

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

Section 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.

Section 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.

### Section 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.

### Section 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 12.7

Any employee that is charged for vacation hours in excess of the hours that the employee is entitled to will have the excess hours automatically charged to available "Personal Leave" hours available per Section 7.12 of this agreement.

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 workday 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

Section 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.

Section 14.2

If during the term of this Agreement the Township determines that new job descriptions and/or clarifications 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

#### Section 15.1

No employee may be suspended for a period of more than five 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 Union Council office. The employee shall be entitled to representation at any such hearing by the Local Union President, Union Steward and Council Representative.

#### Section 15.2

The person initiating any such charges shall not be the presiding officer of a grievance.

#### Section 15.3

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

#### Section 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

Section 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.

Section 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.

### Section 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 Mediation or to the American Arbitration Association.

### Section 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.

### Section 16.5

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 denied.

SECTION 17  
HEAT CLAUSE

Section 17.1

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

#### Section 18.1

The Township will contract with a uniform company to provide and maintain uniforms for all employees.

#### Section 18.2

All employees will be eligible for an annual shoe and sock allowance in the following amounts: 2010 and 2011 not to exceed \$165, 2012 and 2013 not to exceed \$175. The shoe and sock allowance can be paid directly to a vendor or as reimbursement to the eligible employee with proof of purchase. Shoes to be purchased must be safety shoes.

SECTION 19  
JOB POSTINGS

Section 19.1

Notice of all vacancies shall be posted on employee bulletin boards. Newly created positions, vacancies or promotional jobs shall be posted in the following matter:

Position Classification  
Location (department, etc.)  
Rate of Pay  
Hours of Work  
Person to Contact

SECTION 20  
PROMOTIONS

Section 20.1

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

#### Section 21.1

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.

All longevity payments will remain at the amount payable to the employee as of December 31, 2009. Members will not accrue credit towards years of service causing an adjustment of longevity payments during the period of January 1 through December 31, 2010. Service credit for 2010 will not at any time be reinstated for purposes of longevity.

<u>LENGTH OF SERVICE</u>	<u>2006-2009</u>
8 Years	\$800
12 Years	1,100
16 Years	1,400
20 Years	1,700
24 Years	2,000
28 Years	2,300

#### Section 21.2

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

## SECTION 22

### TOOLS

#### Section 22.1

The Township agrees to replace at its cost any tools owned by mechanics of any title if those tools are worn out, lost or broken. New tools (not replacements) needed as a result of changes in technology, will be purchased and owned by the Township.

SECTION 23  
TERM AND RENEWAL

Section 23.1

This Agreement shall be 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 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 there from.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Lawrence Township, New Jersey on the 10<sup>th</sup> day of May, 2010.

LOCAL 2476, COUNCIL 73.  
AFSCME, AFL-CIO

TOWNSHIP OF LAWRENCE,  
COUNTY OF MERCER

\_\_\_\_\_  
David Hancock, President

\_\_\_\_\_  
Richard S. Krawczun  
Township Manager

\_\_\_\_\_  
Frank Herrick  
AFSCME Council #73 Representative

## APPENDIX 1

### 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 Index reaches 75. Almost everyone will be uncomfortable by the time the 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.

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.

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

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

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

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%).

APPENDIX 2 SALARY SCHEDULE

BLUE COLLAR GRADE, TITLE AND WAGE LISTING

GRADE AND JOB TITLE	STEP	0% 2010	2.60% 2011	2.75% 2012	2.50% 2013
<b>GRADE 1</b> Building Service Worker	1	30,170	30,954	31,805	32,601
	2	31,049	31,856	32,732	33,550
	3	31,928	32,758	33,659	34,500
	4	32,760	33,611	34,536	35,399
	5	33,591	34,465	35,412	36,298
	6	34,424	35,319	36,291	37,198
	7	35,258	36,174	37,169	38,098
	8	36,090	37,028	38,047	38,998
	9	36,922	37,882	38,924	39,897
	10	37,755	38,736	39,802	40,797
	11	38,587	39,590	40,679	41,696
	12	40,252	41,298	42,434	43,495
<b>GRADE 2</b> Laborer	1	31,361	32,176	33,061	33,887
	2	32,416	33,258	34,173	35,027
	3	33,471	34,341	35,285	36,167
	4	34,525	35,423	36,397	37,307
	5	35,580	36,505	37,508	38,446
	6	36,634	37,586	38,620	39,586
	7	37,688	38,668	39,732	40,725
	8	38,743	39,750	40,843	41,864
	9	39,797	40,832	41,955	43,004
	10	40,852	41,914	43,067	44,144
	11	41,907	42,997	44,179	45,284
	12	44,019	45,163	46,405	47,565
<b>GRADE 3</b> Street Repairer Sr Park Maintenance Worker/ Sr Recreation Maintenance Worker	1	34,894	35,802	36,786	37,706
	2	36,144	37,084	38,104	39,056
	3	37,394	38,366	39,421	40,407
	4	38,645	39,649	40,740	41,758
	5	39,896	40,933	42,059	43,110
	6	41,146	42,216	43,377	44,461
	7	42,396	43,499	44,695	45,812
	8	43,647	44,782	46,013	47,163
	9	44,897	46,064	47,331	48,514
	10	46,147	47,347	48,649	49,866
	11	47,398	48,630	49,967	51,217
	12	49,907	51,204	52,612	53,928

APPENDIX 2 SALARY SCHEDULE

**GRADE 4**

Recreation Maintenance Worker  
Park Maintenance Worker

1	31,361	32,176	33,061	33,887
2	32,413	33,256	34,170	35,024
3	33,465	34,335	35,280	36,162
4	34,518	35,415	36,389	37,299
5	35,570	36,495	37,498	38,436
6	36,623	37,575	38,608	39,574
7	37,676	38,656	39,719	40,712
8	38,730	39,737	40,829	41,850
9	39,783	40,818	41,940	42,989
10	40,835	41,897	43,049	44,125
11	41,887	42,976	44,158	45,262
12	46,588	47,800	49,114	50,342

**GRADE 5**

Maintenance Repairer

1	36,785	37,742	38,780	39,749
2	38,053	39,042	40,116	41,119
3	39,320	40,343	41,452	42,488
4	40,588	41,643	42,788	43,858
5	41,855	42,943	44,124	45,227
6	43,122	44,243	45,460	46,596
7	44,389	45,543	46,795	47,965
8	45,656	46,843	48,131	49,334
9	46,922	48,142	49,466	50,703
10	48,190	49,443	50,803	52,073
11	49,459	50,745	52,140	53,444
12	51,991	53,343	54,810	56,180

**GRADE 6**

Senior Street Repairer  
Tree Climber  
Mason (ord 1953-07)

1	34,894	35,802	36,786	37,706
2	36,076	37,014	38,031	38,982
3	37,257	38,225	39,277	40,258
4	38,603	39,607	40,696	41,713
5	39,949	40,988	42,115	43,168
6	41,291	42,365	43,530	44,618
7	42,633	43,742	44,945	46,068
8	43,976	45,119	46,360	47,519
9	45,318	46,496	47,775	48,969
10	46,661	47,874	49,190	50,420
11	48,003	49,252	50,606	51,871
12	50,999	52,325	53,764	55,108

APPENDIX 2 SALARY SCHEDULE

<b>GRADE 7</b>	<b>1</b>	<b>34,894</b>	<b>35,802</b>	<b>36,786</b>	<b>37,706</b>
Senior Recreation Maintenance Worker	<b>2</b>	<b>35,959</b>	<b>36,894</b>	<b>37,909</b>	<b>38,856</b>
Senior Park Maintenance Worker	<b>3</b>	<b>37,024</b>	<b>37,986</b>	<b>39,031</b>	<b>40,007</b>
	<b>4</b>	<b>38,089</b>	<b>39,079</b>	<b>40,154</b>	<b>41,158</b>
	<b>5</b>	<b>39,154</b>	<b>40,172</b>	<b>41,277</b>	<b>42,309</b>
	<b>6</b>	<b>40,220</b>	<b>41,266</b>	<b>42,400</b>	<b>43,460</b>
	<b>7</b>	<b>41,285</b>	<b>42,359</b>	<b>43,523</b>	<b>44,612</b>
	<b>8</b>	<b>42,350</b>	<b>43,451</b>	<b>44,646</b>	<b>45,762</b>
	<b>9</b>	<b>43,415</b>	<b>44,543</b>	<b>45,768</b>	<b>46,912</b>
	<b>10</b>	<b>44,480</b>	<b>45,636</b>	<b>46,891</b>	<b>48,064</b>
	<b>11</b>	<b>45,545</b>	<b>46,729</b>	<b>48,014</b>	<b>49,215</b>
	<b>12</b>	<b>47,678</b>	<b>48,917</b>	<b>50,262</b>	<b>51,519</b>
<b>GRADE 8</b>	<b>1</b>	<b>36,785</b>	<b>37,742</b>	<b>38,780</b>	<b>39,749</b>
Traffic Maintenance Worker	<b>2</b>	<b>38,184</b>	<b>39,177</b>	<b>40,254</b>	<b>41,261</b>
Motor Broom Driver	<b>3</b>	<b>39,583</b>	<b>40,613</b>	<b>41,729</b>	<b>42,773</b>
Assistant Supervisor Parks/Assistant Supervisor Bu	<b>4</b>	<b>40,984</b>	<b>42,049</b>	<b>43,206</b>	<b>44,286</b>
Assistant Supervising Maintenance Repairer	<b>5</b>	<b>42,384</b>	<b>43,486</b>	<b>44,682</b>	<b>45,799</b>
	<b>6</b>	<b>43,783</b>	<b>44,921</b>	<b>46,157</b>	<b>47,311</b>
	<b>7</b>	<b>45,182</b>	<b>46,357</b>	<b>47,632</b>	<b>48,822</b>
	<b>8</b>	<b>46,581</b>	<b>47,792</b>	<b>49,107</b>	<b>50,334</b>
	<b>9</b>	<b>47,980</b>	<b>49,228</b>	<b>50,581</b>	<b>51,846</b>
	<b>10</b>	<b>49,380</b>	<b>50,664</b>	<b>52,057</b>	<b>53,358</b>
	<b>11</b>	<b>50,780</b>	<b>52,100</b>	<b>53,533</b>	<b>54,871</b>
	<b>12</b>	<b>53,584</b>	<b>54,977</b>	<b>56,489</b>	<b>57,901</b>
<b>GRADE 9</b>	<b>1</b>	<b>36,785</b>	<b>37,742</b>	<b>38,780</b>	<b>39,749</b>
Heavy Equipment Operator	<b>2</b>	<b>38,609</b>	<b>39,613</b>	<b>40,702</b>	<b>41,720</b>
Senior Maintenance Repairer	<b>3</b>	<b>40,433</b>	<b>41,484</b>	<b>42,625</b>	<b>43,691</b>
Senior Maintenance Repairer/Electrician	<b>4</b>	<b>42,257</b>	<b>43,355</b>	<b>44,548</b>	<b>45,661</b>
	<b>5</b>	<b>44,080</b>	<b>45,227</b>	<b>46,470</b>	<b>47,632</b>
	<b>6</b>	<b>45,904</b>	<b>47,097</b>	<b>48,392</b>	<b>49,602</b>
	<b>7</b>	<b>47,727</b>	<b>48,968</b>	<b>50,314</b>	<b>51,572</b>
	<b>8</b>	<b>49,552</b>	<b>50,840</b>	<b>52,238</b>	<b>53,544</b>
	<b>9</b>	<b>51,377</b>	<b>52,713</b>	<b>54,162</b>	<b>55,516</b>
	<b>10</b>	<b>53,200</b>	<b>54,583</b>	<b>56,084</b>	<b>57,486</b>
	<b>11</b>	<b>55,023</b>	<b>56,454</b>	<b>58,006</b>	<b>59,456</b>
	<b>12</b>	<b>58,677</b>	<b>60,203</b>	<b>61,859</b>	<b>63,405</b>



APPENDIX 2 SALARY SCHEDULE

**GRADE 10**

Mechanic Hepler

1	34,894	35,802	36,786	37,706
2	35,723	36,651	37,659	38,601
3	36,551	37,501	38,533	39,496
4	37,542	38,518	39,578	40,567
5	38,534	39,536	40,623	41,638
6	39,641	40,672	41,790	42,835
7	40,748	41,807	42,957	44,031
8	41,858	42,946	44,127	45,230
9	42,968	44,085	45,297	46,430
10	44,076	45,222	46,466	47,628
11	45,185	46,360	47,635	48,825
12	47,402	48,634	49,971	51,221

**GRADE 11**

Senior Building Service Worker

1	35,475	36,398	37,399	38,334
2	36,013	36,950	37,966	38,915
3	36,551	37,501	38,533	39,496
4	37,462	38,436	39,493	40,481
5	38,373	39,371	40,454	41,465
6	39,285	40,307	41,415	42,451
7	40,197	41,242	42,376	43,436
8	41,109	42,178	43,338	44,421
9	42,021	43,114	44,299	45,407
10	42,933	44,049	45,260	46,392
11	43,845	44,985	46,222	47,377
12	45,669	46,856	48,145	49,348

**GRADE 12**

Mechanic

1	37,731	38,712	39,776	40,771
2	39,476	40,502	41,616	42,656
3	41,221	42,293	43,456	44,542
4	42,966	44,084	45,296	46,428
5	44,712	45,875	47,136	48,315
6	46,456	47,664	48,975	50,199
7	48,201	49,454	50,814	52,084
8	49,947	51,246	52,655	53,971
9	51,693	53,038	54,496	55,858
10	53,439	54,829	56,336	57,745
11	55,185	56,620	58,177	59,631
12	58,677	60,203	61,859	63,405

APPENDIX 2 SALARY SCHEDULE

**GRADE 13**

Mechanic Diesel/Hydraulics

1	40,566	41,621	42,765	43,834
2	42,259	43,357	44,550	45,664
3	43,952	45,094	46,334	47,493
4	45,645	46,831	48,119	49,322
5	47,337	48,568	49,904	51,151
6	49,030	50,305	51,689	52,981
7	50,723	52,042	53,473	54,810
8	52,416	53,778	55,257	56,639
9	54,108	55,515	57,041	58,467
10	55,801	57,252	58,827	60,297
11	57,495	58,990	60,612	62,127
12	60,884	62,467	64,185	65,789

**GRADE 14**

Senior Mechanic  
Assistant Supervisor Streets

1	43,399	44,528	45,752	46,896
2	45,040	46,211	47,482	48,669
3	46,681	47,895	49,212	50,442
4	48,322	49,578	50,942	52,215
5	49,963	51,262	52,672	53,988
6	51,604	52,945	54,401	55,761
7	53,245	54,629	56,131	57,535
8	54,884	56,311	57,860	59,306
9	56,524	57,993	59,588	61,078
10	58,164	59,677	61,318	62,851
11	59,805	61,360	63,048	64,624
12	63,089	64,730	66,510	68,173

**GRADE 15**

Senior Mechanic Diesel

1	43,399	44,528	45,752	46,896
2	45,236	46,412	47,688	48,880
3	47,072	48,296	49,624	50,864
4	48,908	50,179	51,559	52,848
5	50,744	52,063	53,495	54,832
6	52,581	53,948	55,431	56,817
7	54,417	55,832	57,368	58,802
8	56,254	57,716	59,303	60,786
9	58,090	59,600	61,239	62,770
10	59,926	61,484	63,175	64,754
11	61,762	63,368	65,110	66,738
12	65,432	67,133	68,979	70,704