

Camden County

January 1, 1973

AGREEMENT

Between

Township of Gloucester

and

Council #71, Local 2305Affiliated with AFSCME, AFL-CIOPreamble

This agreement entered into by the Township of Gloucester, hereinafter referred to as the "employer", and Local 2305, affiliated with AFSCME, AFL-CIO, hereinafter referred to as "Union", has as its purpose the promotion of harmonious relations between the employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. The effective date of this contract shall be January 1, 1973.

SCOPE

The employer recognizes the union as the bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all its employees in the classifications listed under Appendix A, attached hereto and by reference made a part of this agreement, and for such additional classifications as the parties may later agree to include.

DEDUCTIONS

The employer agrees to deduct the union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the employees by the treasurer of the union and the aggregate deductions of all employees shall be reported, to the treasurer of the union together with a list of the names of all employees for whom the deductions were made by the 10th day of the succeeding month after each deduction is made.

WORK SCHEDULES

The regularly scheduled work week shall consist of five (5) consecutive days Monday through Friday, inclusive, except for employees in continuous operations as set forth hereafter, and employees as stated in Appendix A.

Neither the regular starting time of work shifts, nor the work shift, will be changed without 72 hours notice to the affected employees and without first having discussed such changes and needs for same with the representatives

of the union.

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

Where more than one work shift per day within a given classification is in effect, employees with such classification will be given preference of shift in accordance with their seniority. Such preference will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made. In no instance, however, will a senior employee be required to wait longer than one year in order to exercise his preference of shift in accordance with their seniority. Such preference will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made. In no instance, however, will a senior employee be required to wait longer than one year in order to exercise his preference of shift over a less senior employee.

OVERTIME

Overtime refers to any time worked beyond the regular hours of duty.

Time and one-half the employees' regular rate of pay shall be paid for work under the following conditions:

- (a) All work performed in excess of (8) hours in any one day.
- (b) All work performed in excess of (40) hours in any one week.
- (c) All work performed on Saturday except for employees required to work on Saturday as stated in Appendix A.

Double time the employees' regular hourly rate of pay shall be paid for work under any of the following conditions:

- (a) All work performed on Sunday except for employees required to work on Sunday as stated in Appendix A.
- (b) All holidays, in addition Holiday's pay.
- (c) In no event will employees be paid less than double time for having worked consecutively in excess of 16 hours.

When employees are assigned shifts having days off other than Saturday or Sunday, which will be so stipulated in Appendix A, their sixth day of their scheduled work week shall be considered as a Saturday for the purpose of computing overtime, as above. When such employees work on the seventh day of their scheduled work week, such day shall be considered as a Sunday for the purpose of computing overtime, as above.

Overtime work will be distributed as equally as possible among employees within the same classification.

All overtime shall be paid promptly in the next regular payroll check after the overtime is performed.

Overtime work shall be voluntary unless either the Mayor or Township Manager declare a state of emergency.

CALL IN TIME

Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time and one half for such work and be guaranteed not less than four (4) hours pay, regardless of the number of hours actually worked. If the employee's call in time work assignment and his regular shift overlap, he shall be paid time and one half for that period worked prior to the regular shift. Thereafter, for the balance of his regular work shift he shall be paid at the appropriate rate.

INSURANCE

Blue cross, blue shield, and rider J coverage for all employees and their families. The township agrees that they will transfer to the New Jersey State Plan as soon as possible.

RATES OF PAY

An employee who performs work in a higher paid classification than his own shall be temporarily assigned and certified for payment for such work after he has performed this work for five (5) consecutive days during more than fifty percent (50%) of the time while on the job.

SICK LEAVE WITH PAY

Permanent employees in the local service shall be entitled to the following sick leave of absence with pay:

- (a) One working day sick leave with pay for each month of service from the date of permanent appointment up to and including December 31st, next following such date of appointment, and fifteen days sick leave with pay for each calendar year thereafter. If any such employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave taken shall accumulate to his credit from year to year and he shall be entitled to such accumulated sick leave with pay if and when needed. Sick leave for purposes herein defined to mean absence from duty of an employee because of personal illness by reason for which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee.
- (b) If an employee is absent for three (3) consecutive working days, for any of the reasons set forth in the above rule the employer shall require acceptable evidence on the form prescribed. The nature of the illness and the length of time the employee will be absent should be stated on the doctor's certificate.

- (c) An employee who does not except to report for work because of personal illness or for any of the reasons included in the definition of sick leave herein-above set forth shall notify his immediate superior, by telephone or personal message within one (1) hour after the beginning time of the employee's shift.
- (d) Sick leave claimed by reason of quarantine or exposure to contagious diseases may be approved on the certificate of the local department of health, and in case of death in the family, upon such reasonable proof as the appointing authority shall require.
- (e) The total years of service after permanent appointment of each such employee in local Civil Service shall be considered in computing accumulated sick leave due and available.
- (f) Temporary employees in the local service shall be entitled to the following sick leave of absence with pay;
 - (aa) One working day's sick leave with pay for each month served per annum during such temporary full time employment.
 - (bb) Employees on a seasonal basis are not eligible.
- (g) Once each year on or before January 15, the union shall be notified of the number of unused sick days and vacation days to the credit of each represented employee.
- (h) Cash payments shall be made for unused sick leave upon retirement or death on the basis of \$20.00 a day for each day of unused sick leave. Only sick leave accumulated from January 1, 1973 will be used to compute the cash payments.
- (i) In all cases of reported illness or disability, the Township reserves the right to send the Visiting Nurse and/or Township Doctor to investigate the report.

LEAVE OF ABSENCE WITH PAY

A leave of absence with pay, up to three (3) days, shall be granted to a permanent employee desiring such leave because of a death in the immediate family as hereinafter defined; however, upon recommendation of the Department Head, a reasonable extension of time beyond three days may be allowed when circumstances justify such action.

- (a) Mother or father or parental guardian
- (b) Mother-in-law or father-in-law
- (c) Brother or sister
- (d) Spouse
- (e) Children of employee
- (f) Grandmother and grandfather

UNION LEAVE

Any two member's of the union who are elected or designated to attend a function of the Union's International or other subordinate body shall be permitted to attend such function and shall be granted the necessary time off without loss of either time or pay, provided that the said time off is of a reasonable duration as determined by the person in charge of the project and the employer. This right of attendance, moreover, shall be governed by any conditions, restrictions or limitations contained in the International Constitution of the union.

LEAVE OF ABSENCE

Leaves of Absence for employees shall be granted as provided in Civil Service Statutes and rules and regulations except as otherwise expanded herein.

LEAVE OF ABSENCE WITHOUT PAY

- (a) A permanent employee holding a position in the classified service who is temporarily, either mentally or physically incapacitated to perform his duties or who desires to engage in a course of study such as will increase his usefulness on his return to service, or for any reason considered valid by the department head and the appointing authority, desires to secure leave from his regular duties may, with the approval of the department head and the employer be granted special leave of absence without pay for a period not to exceed six (6) months. Any employee seeking such special leave without pay shall submit his request, in writing, stating the reasons why, in his opinion, request should be granted, the date when he desires leave to begin, the probable date of his return to duty.
- (b) Any employee who is a member of the union and is legally elevated to an official full time position in the parent union shall be granted a leave of absence without pay, to attend to his official duties, for a period not exceeding one year, which period may be renewed for an additional year upon appropriate request and approval.

MILITARY SERVICE

Any employee who is a member of a reserve force of the United States or of this state and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this state shall be granted a leave of absence during the period of such activity. Such duty is not to exceed three (3) weeks.

Any employee who enters into active service in the armed forces of the United States while in the service of the employer shall be granted a leave of absence for the period of military service.

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

WORKMEN'S COMPENSATION

When an employee is injured on duty, he is to receive Workmen's Compensation due him plus the differences between the amount received as compensation to him and his salary during the period of temporary disability only.

An employee who is injured on the job, and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day. An employee who has returned to his regular duties after sustaining a compensable injury who is required by the workmen's compensation doctor to receive additional medical treatment during his regular scheduled working hours shall receive his regular

hourly rate of pay for such time.

SENIORITY

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

An employee having broken service with the employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the employer.

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

In all cases of promotions, demotions, layoff, recall, vacation schedules and other situations where substantial employee advantages or disadvantages are concerned, an employee with the greatest amount of seniority shall be given preference provided he has the ability to perform the work involved.

No demotion shall be made for disciplinary reasons.

HOLIDAYS

The following days are recognized paid holidays:

| | |
|-----------------------|------------------------|
| New Year's Day | Columbus Day |
| Lincoln's Birthday | Election Day |
| Washington's Birthday | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Fourth of July | Christmas |
| Labor Day | |

Holidays which fall on Saturday shall be celebrated on the preceeding Friday. Holidays that fall on Sunday shall be celebrated on the following Monday. Holidays which fall within an employees vacation period shall be celebrated at the employees option, either immediately before or immediately following his vacation period.

In order to be entitled to the above paid holidays, employees must work the regular work day before and after the holiday, except if the holiday falls within an employees vacation, in which case the employee will receive an additional day of vacation, unless the employer has a legitimate excuse for his absence.

When the Governing Body declares by formal action a holiday for all office employees, those who are required to work on such holiday shall be given a compensatory day at a latter date. This provision has no applicability when holidays are declared or granted pursuant to a contract with or the representative

associations or unions.

VACATIONS

Permanent employees in the service shall be entitled to the following annual vacation with pay:

- (a) Up to one year of service, one working days vacation for each month of service; after one year and up to ten years of service, twelve working days vacation; after ten years and up to twenty years of service, fifteen working days vacation, after twenty years of service twenty working days vacation.
- (b) Where in any calendar year the vacation or any part thereof is not used, such vacation periods shall accumulate and shall be granted during the next succeeding calendar year only or shall be lost.

MEMBERSHIP PACKETS

The authority will allow membership packets furnished by the union to be placed in a suitable area so they may be obtained by new employees.

STRIKES AND LOCKOUTS

In addition to any other restriction under the law, the union will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with or stoppage of the employer's work, provided the employer follows the grievance procedure for which provisions is made herein and the employer shall not cause any lockout.

If either of the parties or if any person violates this section then such parties or person shall be responsible for any damages resulting as a matter of consequence of such action and such damages may be recovered by appropriate action instituted in the County Court of Camden County or the Superior Court Law Division, Camden County.

SAFETY AND HEALTH

The employer shall at all times maintain safe and healthful working conditions, and will provide employees with anywearing apparel, tools or devices reasonably necessary in order to insure their safety and health. "Wearing apparel" shall mean rain coats and hats. If uniforms are provided by the employer and agreed to by the Union, they must be worn at all times during working hours.

The employer and the union shall designate a safety committee member. It shall be a joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee representing the union shall be permitted a reasonable opportunity to visit work locations throughout the employer's facilities, where employees covered by this agreement performed their duties, for the purpose of

investigating safety and health conditions, during working hours with no loss in pay, unless additional time is authorized by the Superintendent, or the employer.

EQUAL TREATMENT

The employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership or union activities.

GRIEVANCE PROCEDURE

Any grievance or dispute, that might arise between the parties with references to the application, meaning or interpretation of this agreement shall be settled in the following manner:

- STEP 1 The aggrieved employee or the union steward at the request of the employee shall take up the grievance or dispute with the employee's foreman within ten (10) working days of its occurrence. Failure to act within ten (10) day period shall be deemed to constitute an abandonment of the grievance. Upon proper presentation of a grievance, the foreman shall then attempt to adjust the matter and shall respond to the employee or steward within three (3) working days.
- STEP 2 If the grievance has not been settled, it shall be presented in writing by the union steward (or union grievance committee or employee) to the Director and/or within (3) work days after the foreman's response is due. The Director shall meet with the Union Steward (or union grievance committee and employee) and respond in writing within three (3) working days.
- STEP 3 If the grievance still remains unadjusted it shall be presented by the union steward or grievance committee or employee, to the Township Manager in writing within three days after the response from the Director is due. The Manager shall meet with the union steward, union grievance committee or employee and respond in writing to the employee, or grievance committee within three (3) working days.
- STEP 4 If the grievance still remains unadjusted it shall be presented by the union steward or grievance committee or employee, or the Township Council in writing within three days after the response from the Township Manager is due. The Township Council shall meet with the union steward, union grievance committee or employee and respond in writing to the employee, or grievance committee within three (3) working days.
- STEP 5 If the grievance remains unsettled, the representative may within fifteen (15) working days after the reply of the Township is due, by written notice proceed to arbitration. A request for arbitration shall be made no later than such fifteen (15) day period and a failure to file within said time period shall constitute a bar to such arbitration unless the union and board shall mutually agree upon a longer time period within which to adjust such a demand.

With regard to subject matters that are grievable, the arbitration proceedings shall be conducted by an arbitrator to be selected by the employer and the union, within seven (7) working days after notice has been given. If the parties fail to agree upon an arbitrator the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the employer and the union shall strike two (2) names from the panel. The union shall strike the first name; the employer shall then strike another name, etc. and the name remaining shall be the arbitrator. The arbitrator shall

restrict his inquiry to the standards established by this agreement only and his decision shall be final and binding on the parties and arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings under either Sections 29.1 and 29.2 shall be borne equally by the employer and the union. However, each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

The union will notify the employer in writing of the names of its employees who are designated by the union to represent employees under the grievance procedure. Employees so designated by the union will be permitted to confer with other representatives, employees, and with employer representatives regarding matters of employee representation, during working hours without loss of pay for periods not in excess of one (1) hour per day unless additional times are needed.

GRIEVANCE PROCEDURE

Agents of the union, who are not employees of the employer, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing union representation matters, so long as such right is reasonably exercised and there is no undue interference with work progress. (Such representatives shall also be recognized by the employer as authorized spokesmen for the union in the matters between the parties regarding employees representation matters).

The employer and the union agree in conjunction with the grievance procedure each will give reasonable consideration to requests of the other party for meetings to discuss grievances pending at any step of the grievance procedure.

GENERAL PROVISIONS

Bulletin boards will be made available by the employer at each of the permanent work locations for the use of the union for the purpose of posting union announcements and other information of a non-controversial nature.

Should any portion of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply to the specific portion of the agreement affected by such decision, whereupon the parties agree to commence negotiation relative to the invalidated portion.

It is agreed that representatives of the employer and the union will meet from time to time upon request of either party to discuss matters of general

interest or concern, matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party which shall reflect the precise agenda of the meeting.

The jurisdiction and authority of the employer over matters not covered by this agreement are expressly reserved and impliedly reserved by the employer.

The employer will give released time with pay to the number delegates based on the provisions of the AFSCME International Constitution, to attend International Conventions or Special Conventions.

The description of each job as stated in the Civil Service "Classification and Survey" for Gloucester Township covering the members of the union are hereby accepted.

TERMINATION

This agreement shall be effective as the first day of January 1973 and shall remain in full force and effect until the 31st day of December, 1974. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) calendar days prior to the expiration date; this agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.

APPENDIX "A"

WAGE SCHEDULE

Following is the wage schedule to be used in computing the wages of the employees covered by this agreement.

1. All New Employees will be paid the following wage during the first three (3) months of employment:

Laborer

| | |
|--------------------|------------------|
| 1/1/73 to 6/30/73 | \$ 3.10 per hour |
| 7/1/73 to 12/31/73 | 3.19 per hour |
| 1/1/74 to 6/30/74 | 3.40 per hour |
| 7/1/74 to 12/31/74 | 3.50 per hour |

Truck Driver

| | |
|--------------------|------------------|
| 1/1/73 to 6/30/73 | \$ 3.30 per hour |
| 7/1/73 to 12/31/73 | 3.52 per hour |
| 1/1/74 to 6/30/74 | 3.75 per hour |
| 7/1/74 to 12/31/74 | 3.85 per hour |

2. Laborers will be paid the following wage:

| | |
|--------------------|------------------|
| 1/1/73 to 6/30/73 | \$ 3.64 per hour |
| 7/1/73 to 12/31/73 | 3.73 per hour |
| 1/1/74 to 6/30/74 | 3.94 per hour |
| 7/1/74 to 12/31/74 | 4.04 per hour |

3. Truck Drivers will be paid the following wage:

| | |
|--------------------|------------------|
| 1/1/73 to 6/30/73 | \$ 3.69 per hour |
| 7/1/73 to 12/31/73 | 3.92 per hour |
| 1/1/74 to 6/30/74 | 4.14 per hour |
| 7/1/74 to 12/31/74 | 4.24 per hour |

4. Equipment operators will be paid the following wage:

| | |
|--------------------|------------------|
| 1/1/73 to 6/30/73 | \$ 3.80 per hour |
| 7/1/73 to 12/31/73 | 4.02 per hour |
| 1/1/74 to 6/30/74 | 4.30 per hour |
| 7/1/74 to 12/31/74 | 4.40 per hour |

... IN WITNESS WHEREOF THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AND CAUSES
same to be executed by its respective officers or agents on the

day of

Mayor, Township of Gloucester

President, Local 2305

Manager, Township of Gloucester

Secretary, Council #71

Executive Director, Council #11

Assistant Chairman