

EMPLOYMENT AGREEMENT
BETWEEN

THE TOWNSHIP OF LAWRENCE

AND

THE SUPERVISOR UNION
CWA LOCAL 1032

JANUARY 1, 2003 TO DECEMBER 31, 2005

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PREAMBLE

This Agreement made and entered into on this _____ day of _____, 2003 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 the Communications Workers of America, 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 in the job titles listed in Appendix A, in order that more efficient and progressive public services may be rendered.

This Agreement will expire on the 31st day of December 2005.

ARTICLE I
RECOGNITION

Section 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 who are employed by the Township, and for such additional classifications as the parties may later agree to include, excluding managerial executives, confidential employees, blue collar employees and white collar employees.

Section 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.

Section 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

Section 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

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 (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.

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 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, 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. The Union's entitlement to the representation fee shall continue beyond the termination date of the Agreement so long as the Union remains the majority representative of the employee 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 (10) 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.

ARTICLE IV
HOURS AND OVERTIME
SECTION A

Section 4.1

The normal workweek 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.

Section 4.2

Time and one-half (1½) 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 workday; or
- b) WEEKLY – all work performed in excess of thirty-five hours; or
- c) ALL work performed on the sixth (6th) workday as such of any workweek; or
- d) ALL work performed on a holiday plus the regular pay for the holiday

Section 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) workday as such of any workweek; or
- b) All work performed in excess of fourteen (14) continuous hours until a full seven (7) hour break occurs

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 or works more than two (2) hours before or after their regularly scheduled shift. The

Township will reimburse \$6.50 for the evening meal and \$5.00 for morning and noontime meals. Reimbursement will not require a receipt.

Section 4.6

Any employee who is required to report to work during periods other than his/her regularly 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 three and one-half (3½) hours pay at the overtime rate will be granted only for the actual hours worked in addition to the regular workday. 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/she was recalled provided, however, that he/she shall not be entitled to successive minimum three and one-half (3½) hour guarantees should he/she be recalled within that same three and one-half (3½) hour period, in the event the employee is allowed off duty prior to the completion of three and one-half (3½) hours of work.

HOURS AND OVERTIME

SECTION B

Section 4.7

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 supervisor.

Section 4.8

Time and one-half (1½) the employees' regular rate of pay shall be paid for work under any of the following conditions:

- a) DAILY – all work performed in excess of eight (8) hours in any workday; or
- b) WEEKLY – all worked performed in excess of forty (40) hours; or
- c) ALL work performed on the Saturday of any workweek

Section 4.9

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

- a) All work performed on the Sunday of any workweek; or
- b) All work performed in excess of sixteen (16) hours continued until a full eight (8) hour break occurs; or
- c) Thanksgiving Day, Christmas and New Year's Day employees will receive the holiday pay plus double-time for all hours worked.
- d) For all other holidays employees will receive the holiday pay plus the regular rate of pay for the first eight (8) hours of work, time and one-half (1½) for work in excess of eight (8) hours but less than sixteen hours and double-time for work in excess of sixteen (16) hours.

Section 4.10

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 4.11

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 4.12

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 workday. If said hours worked are contiguous to the normal workday, then pay at the overtime rate will be granted only for the actual hours worked in addition to the regular workday. 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 4.13

Titles covered by this contract hours and overtime

<u>Section A</u>	<u>Section B</u>
Accountant	General Supervisor Streets
Assistant Construction Official	Manager of Motors
Assistant Housing Coordinator	Superintendent Parks & Public Property
Construction Official/Supervisor Parks	Supervisor of Parks
Executive Assistant	Supervisor of Streets (2)
Recreation Supervisor	
Safety Director	
Superintendent E.M.T.	

ARTICLE V
SENIORITY

Section 5.1

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

Section 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 the New Jersey Department of Personnel applicable to municipalities.

Section 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.

Section 5.4

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

Section 5.5

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

ARTICLE VI
DISCIPLINE

Section 6.1

The Township may take appropriate disciplinary action against any employee for just cause. The Union will be furnished with a copy of written disciplinary action within two (2) days of the imposition of such discipline.

Section 6.2

Employees shall have the right to have a Shop Steward, Union Officer or Union Representative present at any and every step of the disciplinary procedure.

Section 6.3

In the event the Township imposes discipline of from one (1) to five (5) days' suspension or loss of pay, the Union may contest the matter through the grievance procedure up to and including arbitration.

Section 6.4

In the event the Township imposes discipline of from six (6) days or more suspension or loss of pay through termination, the Union or employee may appeal the matter to the New Jersey Department of Personnel pursuant to Title 4A of the New Jersey Administration Code.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 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.

Section 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 Department Director within five (5) working days after the occurrence of the event or knowledge thereof out of which the grievance arises. The Department Director 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 employees satisfaction, it shall be presented in writing by the Union Steward or bargaining unit President to the Department Director within five (5) days after the immediate supervisor's response is due. The Department Head shall respond in writing to the bargaining unit President or his designated representative within three (3) working days.

STEP 3: If the grievance still remains unadjusted, it shall be presented by the bargaining unit President or Union representative to the Municipal Manager or designee in writing within seven (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 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.

Section 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.

Section 7.4

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

Section 7.5

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

Section 7.6

The Union will notify the Township in writing of the name 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

Section 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.

Section 8.2

The following holidays shall be observed the Township of Lawrence:

- | | |
|----------------------------------|----------------------------|
| 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. Washington's Birthday | 11. Veteran's Day |
| 5. Good Friday | 12. Thanksgiving Day |
| 6. Memorial Day | 13. Day After Thanksgiving |
| 7. Independence Day | 14. Christmas Day |

Section 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

Section 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 31 st of the year of appointment	1 Working day per month
For each succeeding year through the fifth (5 th) year of employment	12 Working days per calendar year
From the sixth (6 th) year through the tenth (10 th) year of employment	15 Working days per calendar year
From the eleventh (11 th) year through the fifteenth (15 th) year of employment	20 Working days per calendar year
From the sixteenth (16 th) year through the nineteenth (19 th) year of employment	25 Working days per calendar year
From the twentieth (20 th) year of employment and each year thereafter. Members of this bargaining unit who were hired after 1/1/85 are not eligible for the additional vacation at 20-years. Employees becoming members of this unit after 1/1/95 are not eligible for the additional vacation at 20-years.	30 Working days per calendar year

Section 9.2

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

Section 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 employees employment during the calendar year in question.

Section 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.

Section 9.5

One (1) or two (2) day vacation requests will require 48-hour notice of department head. No request will be unreasonably denied.

ARTICLE X
PERSONAL LEAVE

Section 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.

Section 10.2

Personal leave shall not be accumulated 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.

Section 10.3

Any employee who dies, retires or loses employment through a reduction in workforce 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 separation and the number of months of the employee's employment during the calendar year in question.

ARTICLE XI
SICK LEAVE

Section 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 shall accumulate to the employee's credit from year-to-year to be utilized if and when needed.

Section 11.2

All full-time employees shall be entitled to terminal leave payment upon retirement provided that the employee shall furnish proof of retirement to the Township. The form of this proof shall be in the form of a copy of the employee's first retirement check from the Public Employees Retirement System (PERS).

Township agrees to provide sick time payment at the time of retirement at a maximum 50% of the time accrued and a dollar maximum of \$15,000.00. The Township requires proof of retirement.

Section 11.3

The Township agrees to provide a \$100.00 payment to an employee not using a sick day within a calendar year.

ARTICLE XII
BEREAVEMENT LEAVE

Section 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 the case of spouse or child in which case said leave shall not exceed ten (10) consecutive working days per incident.

Section 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.

Section 12.3

In the event of the death of a employee's grandmother, grandfather, aunt, uncle or cousin who does not reside with the employee, the day of the funeral will be granted as time off without loss of compensation.

Section 12.4

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

Section 12.5

Management reserves the right to request verification of death and verification of the relationship of the deceased to the employer.

ARTICLE XIII
LEAVES OF ABSENCE

Section 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 navel 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.

Section 13.2

MATERNITY LEAVE

Maternity leave may be granted up to one (1) year by the Township Manager or his designee provided request is made in writing one (1) 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.

Section 13.3

- a) A leave of absence without pay may be requested by any 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) FAMILY LEAVE

The Township shall ensure that employees are aware of their rights pursuant to the Family Leave Act, L. 1989, c261.

- c) 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 Worker's Compensation Law. Payments which an employee receives from the provisions of the Worker's 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

Section 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

Section 15.1

The Township agrees to provide fully paid health insurance for all employees and their dependents through the New Jersey State Health Benefits Program.

Section 15.2

The Township agrees to provide a drug prescription program for employees and their dependents through the New Jersey State Health Benefits Program.

Section 15.3

The Township will pay 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.

Section 15.4

- a) The Township will pay \$200.00 per employee for the purpose of a physical/eye exam, eye glasses or contact lenses per year, as long as dual coverage is not in effect. For 2004 and 2005 the amount will be \$250.

- 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.

Section 15.5

The Township will pay for a life insurance policy in the amount of \$5,000.00 for natural death and will increase to \$10,000.00 in the event of an accidental death. The Township reserves the right to choose the insurance carrier for this program.

Section 15.6

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

Section 15.7

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

- a) Disability retirement
- b) Service retirement with at least 25-years of service 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.

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 the date of retirement. (Example: employee retires on 63rd birthday, Township pays coverage cost for retiree and dependent to age 65 and pays coverage cost for retiree only until 68th birthday.)
- d) Retirement at age 65 or older, Township pays for coverage for 5-years from date of retirement – retiree only.

Section 15.8

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

ARTICLE XVI
UNION REPRESENTATIVES

Section 16.1

The Township recognizes the right of the Union to designate a bargaining unit 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.

Section 16.2

The authority of the bargaining unit 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 grievance 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 of such duties during his work time, the President or designee or Steward shall be released from work by his Supervisor only to the extent necessary to conduct 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;
 - 2) The bargaining unit 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.

Section 16.3

Representatives of the Union, who are not employees of the Employer, shall be permitted to visit the employees during working hours at their workstations 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.

Section 16.4

The Union may utilize up to 20 paid days per year to conduct Union business or attend conventions. The Union shall designate, in writing, not more than three employees authorized to utilize those days.

ARTICLE XVII
EXTENDED SICK LEAVE

Section 17.1

An extended sick leave program will be established by the Township. The intent of this program is to provide disability protection for employees covered under this contract.

Section 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.

Section 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.

Section 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.

Section 17.5

The employee or his/her designated representative must also provide the Municipal Manager with 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.

Section 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

Section 18.1

Notice of all vacancies shall be posted on all Union bulletin boards for this local and 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.

Section 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 position.

Section 18.3

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

Section 18.4

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

ARTICLE XIX
EDUCATIONAL BENEFITS

Section 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 amount required.

Section 19.2

The Township agrees to reimburse an employee the fee for any license which is a requirement of the employment position.

ARTICLE XX
SAFETY AND HEALTH

Section 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.

Section 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 (2) members elected 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 as necessary to review general health conditions. The Committee shall meet as necessary to review general health and safety conditions and make recommendations to the Township Manager about such conditions.
- Recommendations should be submitted to the Manager or designee and implementation should be made 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 fifteen (15) days after presentation. If a recommendation is not dealt within this time frame there shall be an emergency meeting held five (5) days after the thirty (30) day period with the Safety Committee and the Manager.

Section 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

Section 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
CLASSIFICATION AND JOB DESCRIPTIONS

Section 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.

Section 22.2

Change of title in order to implement a higher salary without a change of work duties must be done in accord with a Department of Personnel desk audit.

ARTICLE XXIII
EQUAL PAY FOR EQUAL WORK

Section 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 workday, shall receive compensation at 5% above the employee's current salary or the minimum salary of the new range whichever is greater for the period of time for which the services are provided. An exception to this 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

Section 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 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.

Section 24.2

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

ARTICLE XXV
BULLETIN BOARDS

Section 25.1

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

Section 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

Section 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, sexual preference, political affiliations and union affiliation.

ARTICLE XXVII

LONGEVITY

Section 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>2003</u>	<u>2004</u>	<u>2005</u>
A	Beginning in year 8 through year 11	\$600	\$700	\$800
B	12 through 15	900	1,000	1,100
C	16 through 19	1,200	1,300	1,400
D	20 through 23	1,500	1,600	1,700
E	24 through 27	1,800	1,900	2,000
F	28 and beyond	2,100	2,200	2,300

Section 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.

Section 27.3

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

Section 27.4

Past and present, permanent part-time service to the Township shall be recognized for purpose 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 half-year longevity.

ARTICLE XXVIII
CLOTHING ALLOWANCE

Section 28.1

The Township will provide a uniform service for the positions:

General Supervisors Streets & Parks
Superintendent of Parks & Public Property
Manager of Motors

The Township will also provide a \$350.00 clothing allowance to the Assistant Construction Code Official.

ARTICLE XIX
SEPARABILITY AND SAVINGS

Section 29.1

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 XXX
FULLY BARGAINED AGREEMENT

Section 30.1

This Agreement represents and incorporates the complete and final understanding 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 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.

ARTICLE XXXI

SALARY

Section 31.1

Effective January 1, 2003, January 1, 2004 and January 1, 2005 employees covered by this agreement shall receive a wage increase of 3.25%. In addition, employees not at the maximum of the step guide will move one step on the guide on the anniversary date of the employee.

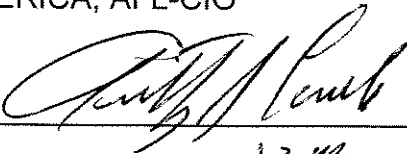
ARTICLE XXXII
TERM OF AGREEMENT

Section 32.1

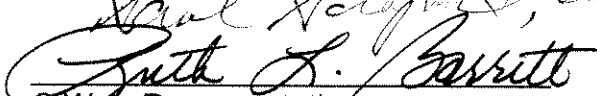
This Agreement shall be in effect as of January 1, 2003 and shall remain in effect up to and including December 31, 2005. This Agreement shall continue in full force and effect from year-to-year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Lawrence, County of Mercer, New Jersey, on this 23rd day of May, 2003.

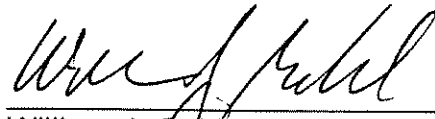
COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO



23 May 03

Paul Tolopant, Local 1032

C.W.A. Representative

TOWNSHIP OF LAWRENCE



William J. Guhl,
Municipal Manager

ARTICLE XXXIII
EMPLOYEE ASSESSMENT REVIEW SYSTEM

1. The Township will maintain an employee assessment review system for all employees covered by this contract. The system will include a formal process whereby the employee and his designated supervisor mutually formulate performance and goals and work standards appropriate to the job description which shall be for measuring the employee's performance during a rating period.
2. Where there are disagreements between the employee and his supervisor on performance assessment; the employee may note in writing the disagreements and may have a union representative discuss the disagreements with the supervisor.
3. Where the employee and the designated supervisor fail to reach an agreement on performance and employment goals and work standards, the disputed matter will be processed as a grievance through a grievance procedure. This review will become part of the employee's permanent personnel record subject to changes per any grievance or arbitration proceedings.
4. The required signature of the employee on the annual employee assessment review form or any related form shall be acknowledgment but shall not be construed to mean agreement with the content unless such agreement is stated thereon by the employee.
5. In the event of a proposed modification or change in part or all of the employee assessment review; the Township shall agree to discuss such changes with the Union prior to its introduction and/or implementation.
6. At no time shall an employee performance assessment review affect the employee's annual salary increase or increment.
7. This review is confidential in nature and cannot be shared in any manner.

BLUE COLLAR GRADE, TITLE AND WAGE LISTING

GRADE AND JOB TITLE	STEP	3.25% 2003	3.25% 2004	3.25% 2005
GRADE 1 Building Service Worker	1	25,023	25,836	26,676
	2	25,752	26,589	27,453
	3	26,481	27,342	28,230
	4	27,171	28,054	28,966
	5	27,861	28,766	29,701
	6	28,552	29,480	30,438
	7	29,243	30,193	31,174
	8	29,933	30,906	31,910
	9	30,623	31,619	32,646
	10	31,314	32,332	33,382
	11	32,004	33,044	34,118
	12	32,695	33,757	34,854
	13	33,385	34,470	35,590
GRADE 2 Laborer	1	26,011	26,856	27,729
	2	26,886	27,759	28,662
	3	27,761	28,663	29,594
	4	28,635	29,566	30,527
	5	29,510	30,469	31,459
	6	30,384	31,372	32,391
	7	31,259	32,275	33,324
	8	32,133	33,178	34,256
	9	33,008	34,081	35,188
	10	33,883	34,984	36,121
	11	34,758	35,888	37,054
	12	35,634	36,792	37,987
	13	36,509	37,696	38,921
GRADE 3 Street Repairer	1	28,941	29,882	30,853
	2	29,978	30,952	31,958
	3	31,014	32,022	33,063
	4	32,052	33,094	34,169
	5	33,090	34,165	35,275
	6	34,127	35,236	36,381
	7	35,164	36,307	37,486
	8	36,201	37,377	38,592
	9	37,238	38,448	39,698
	10	38,275	39,519	40,803
	11	39,312	40,589	41,909
	12	40,352	41,664	43,018
	13	41,393	42,738	44,127

BLUE COLLAR GRADE, TITLE AND WAGE LISTING

GRADE AND JOB TITLE	STEP	3.25% 2003	3.25% 2004	3.25% 2005
GRADE 4 Recreation & Park Maintenance Worker	1	26,011	26,856	27,729
	2	26,883	27,757	28,659
	3	27,756	28,658	29,590
	4	28,629	29,559	30,520
	5	29,502	30,461	31,451
	6	30,375	31,362	32,382
	7	31,249	32,264	33,313
	8	32,122	33,166	34,244
	9	32,996	34,069	35,176
	10	33,869	34,969	36,106
	11	34,741	35,870	37,036
	12	35,691	37,883	39,114
	13	38,640	39,896	41,193
GRADE 5 Maintenance Repairer	1	30,510	31,501	32,525
	2	31,561	32,587	33,646
	3	32,612	33,672	34,767
	4	33,664	34,758	35,887
	5	34,715	35,843	37,008
	6	35,765	36,928	38,128
	7	36,816	38,013	39,248
	8	37,867	39,097	40,368
	9	38,917	40,182	41,488
	10	39,969	41,268	42,610
	11	41,021	42,354	43,731
	12	42,071	43,439	44,850
	13	43,121	44,523	45,970
GRADE 6 Senior Street Repairer Tree Climber	1	28,941	29,882	30,853
	2	29,921	30,894	31,898
	3	30,901	31,905	32,942
	4	32,017	33,058	34,132
	5	33,134	34,211	35,323
	6	34,247	35,360	36,509
	7	35,360	36,510	37,696
	8	36,473	37,659	38,883
	9	37,587	38,808	40,070
	10	38,700	39,958	41,257
	11	39,814	41,108	42,444
	12	41,056	42,391	43,768
	13	42,298	43,673	45,093

BLUE COLLAR GRADE, TITLE AND WAGE LISTING

GRADE AND JOB TITLE	STEP	3.25% 2003	3.25% 2004	3.25% 2005
GRADE 7				
Senior Recreation & Park Maintenance Worker	1	28,941	29,882	30,853
	2	29,825	30,794	31,795
	3	30,708	31,706	32,736
	4	31,591	32,618	33,678
	5	32,475	33,530	34,620
	6	33,358	34,443	35,562
	7	34,242	35,355	36,504
	8	35,125	36,267	37,445
	9	36,008	37,178	38,387
	10	36,892	38,091	39,329
	11	37,775	39,003	40,271
	12	38,660	39,916	41,213
	13	39,544	40,829	42,156
GRADE 8				
Traffic Maintenance Worker Motor Broom Driver	1	30,510	31,501	32,525
	2	31,670	32,699	33,762
	3	32,831	33,898	34,999
	4	33,992	35,097	36,237
	5	35,153	36,296	37,476
	6	36,314	37,494	38,713
	7	37,474	38,692	39,950
	8	38,634	39,890	41,187
	9	39,795	41,088	42,424
	10	40,956	42,287	43,661
	11	42,117	43,485	44,899
	12	43,279	44,686	46,138
	13	44,442	45,886	47,378
GRADE 9				
Heavy Equipment Operator Senior Maintenance Repairer Senior Maintenance Repairer/Electrician	1	30,510	31,501	32,525
	2	32,022	33,063	34,138
	3	33,535	34,625	35,750
	4	35,048	36,187	37,363
	5	36,560	37,749	38,975
	6	38,073	39,310	40,587
	7	39,585	40,871	42,199
	8	41,098	42,434	43,813
	9	42,612	43,997	45,427
	10	44,124	45,558	47,039
	11	45,636	47,120	48,651
	12	47,152	48,684	50,266
	13	48,667	50,249	51,882

BLUE COLLAR GRADE, TITLE AND WAGE LISTING

GRADE AND JOB TITLE	STEP	3.25% 2003	3.25% 2004	3.25% 2005
GRADE 10				
Mechanic Hepler	1	28,941	29,882	30,853
	2	29,628	30,591	31,586
	3	30,315	31,301	32,318
	4	31,138	32,150	33,195
	5	31,960	32,999	34,071
	6	32,878	33,947	35,050
	7	33,797	34,895	36,029
	8	34,717	35,845	37,010
	9	35,638	36,796	37,992
	10	36,557	37,745	38,972
	11	37,476	38,694	39,952
	12	38,396	39,644	40,932
	13	39,315	40,593	41,912
GRADE 11				
Senior Building Service Worker	1	29,423	30,380	31,367
	2	29,869	30,840	31,842
	3	30,315	31,301	32,318
	4	31,071	32,081	33,124
	5	31,827	32,861	33,929
	6	32,583	33,642	34,736
	7	33,340	34,423	35,542
	8	34,096	35,204	36,348
	9	34,852	35,985	37,155
	10	35,609	36,766	37,961
	11	36,365	37,547	38,767
	12	37,121	38,328	39,573
	13	37,878	39,109	40,380
GRADE 12				
Mechanic	1	31,294	32,311	33,361
	2	32,741	33,805	34,904
	3	34,189	35,300	36,447
	4	35,636	36,795	37,990
	5	37,084	38,290	39,534
	6	38,531	39,783	41,076
	7	39,978	41,277	42,619
	8	41,426	42,773	44,163
	9	42,875	44,268	45,707
	10	44,323	45,763	47,250
	11	45,770	47,258	48,794
	12	47,219	48,753	50,338
	13	48,667	50,249	51,882

BLUE COLLAR GRADE, TITLE AND WAGE LISTING

GRADE AND JOB TITLE	STEP	3.25% 2003	3.25% 2004	3.25% 2005
GRADE 13				
Mechanic Diesel/Hydraulics	1	33,645	34,739	35,868
	2	35,049	36,189	37,365
	3	36,454	37,638	38,862
	4	37,858	39,088	40,358
	5	39,262	40,538	41,855
	6	40,666	41,988	43,352
	7	42,070	43,437	44,849
	8	43,474	44,887	46,345
	9	44,877	46,336	47,842
	10	46,282	47,786	49,339
	11	47,687	49,236	50,837
	12	49,092	50,687	52,335
	13	50,497	52,138	53,833
GRADE 14				
Senior Mechanic	1	35,996	37,165	38,373
	2	37,357	38,571	39,824
	3	38,717	39,976	41,275
	4	40,078	41,381	42,726
	5	41,439	42,786	44,177
	6	42,800	44,191	45,627
	7	44,161	45,596	47,078
	8	45,521	47,000	48,528
	9	46,881	48,404	49,978
	10	48,242	49,810	51,428
	11	49,603	51,215	52,879
	12	50,965	52,621	54,331
	13	52,327	54,027	55,783
GRADE 15				
Senior Mechanic Diesel	1	35,996	37,165	38,373
	2	37,518	38,738	39,997
	3	39,041	40,310	41,620
	4	40,564	41,883	43,244
	5	42,087	43,455	44,867
	6	43,611	45,028	46,491
	7	45,134	46,601	48,115
	8	46,657	48,173	49,739
	9	48,180	49,746	51,362
	10	49,703	51,318	52,986
	11	51,226	52,890	54,609
	12	52,747	54,462	56,232
	13	54,269	56,033	57,854

CWA LOCAL 1032 GRADE, TITLE AND WAGE LISTING

GRADE AND JOB TITLE	STEP	3.25% 2003	3.25% 2004	3.25% 2005
GRADE 1				
Construction Official	1	63,933	66,011	68,157
	2	65,504	67,633	69,831
	3	67,074	69,254	71,505
	4	68,645	70,876	73,179
	5	70,216	72,498	74,854
	6	71,788	74,121	76,530
	7	73,358	75,742	78,204
	8	74,930	77,365	79,879
	9	76,502	78,988	81,555
	10	78,070	80,608	83,227
	11	79,639	82,227	84,899
GRADE 2				
Assistant Construction Official	1	56,357	58,189	60,080
	2	57,762	59,639	61,578
	3	59,167	61,090	63,076
	4	60,573	62,541	64,574
	5	61,977	63,991	66,071
	6	63,382	65,442	67,569
	7	64,787	66,893	69,067
	8	66,190	68,342	70,563
	9	67,595	69,792	72,060
	10	69,000	71,242	73,558
	11	70,404	72,692	75,055
GRADE 3				
Superintendent Emergency Medical Technician	1	48,016	49,577	51,188
	2	49,211	50,810	52,462
	3	50,407	52,045	53,736
	4	51,633	53,311	55,044
	5	52,859	54,577	56,350
	6	54,056	55,812	57,626
	7	55,251	57,047	58,901
	8	56,447	58,281	60,175
	9	57,641	59,515	61,449
	10	58,806	60,717	62,691
	11	59,970	61,919	63,931
GRADE 4				
General Supervisor Streets	1	47,378	48,918	50,508
Manager of Motors	2	49,158	50,756	52,406
Municipal Park Supervisor/Supervisor of Public Property	3	50,937	52,593	54,302
	4	52,714	54,428	56,196
	5	54,492	56,263	58,092
	6	56,272	58,101	59,989
	7	58,051	59,938	61,886
	8	59,831	61,776	63,784
	9	61,610	63,613	65,680
	10	63,388	65,448	67,575
	11	65,168	67,286	69,473

CWA LOCAL 1032 GRADE, TITLE AND WAGE LISTING

GRADE AND JOB TITLE	STEP	3.25% 2003	3.25% 2004	3.25% 2005
GRADE 5				
Executive Assistant	1	52,593	54,303	56,068
Supervisor of Parks	2	53,671	55,416	57,217
Supervisor of Streets	3	54,749	56,529	58,366
	4	55,829	57,644	59,517
	5	56,909	58,759	60,669
	6	57,986	59,871	61,817
	7	59,064	60,984	62,966
	8	60,143	62,098	64,116
	9	61,220	63,210	65,264
	10	62,362	64,389	66,481
	11	63,503	65,567	67,698
GRADE 6				
Recreation Supervisor/Swimming	1	40,027	41,328	42,671
Assistant Housing Coordinator	2	41,535	42,885	44,279
	3	43,045	44,444	45,888
	4	44,552	46,000	47,495
	5	46,059	47,556	49,101
	6	47,568	49,114	50,710
	7	49,078	50,673	52,320
	8	50,586	52,230	53,928
	9	52,095	53,788	55,536
	10	53,603	55,345	57,144
	11	55,111	56,902	58,751
GRADE 7				
No Titles	1	40,017	41,317	42,660
	2	42,098	43,466	44,879
	3	44,181	45,617	47,099
	4	46,261	47,765	49,317
	5	48,343	49,914	51,536
	6	50,423	52,062	53,754
	7	52,505	54,211	55,973
	8	54,583	56,357	58,189
	9	56,662	58,503	60,404
	10	58,739	60,648	62,619
	11	60,814	62,791	64,831
GRADE 8				
Accountant	1	34,782	35,912	37,079
Safety Director	2	35,872	37,038	38,242
	3	36,961	38,163	39,403
	4	38,051	39,287	40,564
	5	39,139	40,411	41,724
	6	40,228	41,536	42,886
	7	41,320	42,663	44,049
	8	42,409	43,787	45,210
	9	43,498	44,912	46,372
	10	44,587	46,037	47,533
	11	45,676	47,160	48,693