

AGREEMENT
BETWEEN
Gloucester Township
TOWNSHIP OF GLOUCESTER
 AND
COUNCIL #71, LOCAL 1822
AFFILIATED WITH AFSCME, AFL/CIO

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X January 1, 1980 - December 31, 1981

AGREEMENT
BETWEEN
TOWNSHIP OF GLOUCESTER
AND
COUNCIL #71, LOCAL 1822
AFFILIATED WITH AFSCME, AFL/CIO

PREAMBLE

This agreement entered into by the Township of Gloucester hereinafter referred to as the "Employer", and Local 1822 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, 1980.

ARTICLE 1. RECOGNITION

The Employer recognizes Council 71, Local #1822 American Federation of State, County and Municipal Employees, AFL-CIO as the sole and exclusive representative for the purpose of establishing salaries, wages, hours and other conditions of employment for all personnel under contract listed in Appendix "A" and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating, the rights of employees as established by the Laws of 1968, Chapter 303, and the amendment of Public Law 1974. Chapter 123, approved October 21, 1974, Senate No. 1087, as well as other laws of the State of New Jersey.

ARTICLE 2. CHECK-OFF

The employer agrees to deduct the union monthly membership dues from the pay of those 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 aggregate deductions of all employees shall be remitted 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

ARTICLE 3. WORK SCHEDULE

The regularly scheduled work week shall consist of five (5) consecutive days, Monday through Friday, inclusive, except for employees in continuous operation as set forth hereafter, and employees as stated as in appendix "A". Neither the regular starting time of work shifts, nor the work shift, will change without 72 hours notice to the effected employee and without first having discussed such 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 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 his seniority.

ARTICLE 4. OVERTIME

- 1- Overtime refers to any time worked beyond the regular hours of duty.
- 2- 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 eight (8) hours in any one day.
 - (b) All work performed in excess of forty (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".
- 3- 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) In no event will employees be paid less than double time for having worked consecutively in excess of twelve (12) hours.
 - (c) All work performed on holidays, in addition to holiday pay.
- 4- 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.

- 5- Overtime work will be distributed as equally as possible among employees within the same classification.
- 6- All overtime shall be paid promptly in the next payroll check after the overtime is worked.
- 7- Overtime work shall be voluntary unless either the Mayor or Township Manager declare a state of emergency.

ARTICLE 5. CALL IN TIME

Any employee who is called in for any emergency shall be paid not less than four (4) hours, and if the assigned work required over four (4) hours, he shall be paid not less than eight (8) hours. If the employee 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.

ARTICLE 6. INSURANCE

Blue Cross, Blue Shield and Rider J coverage for all employees and their families.

ARTICLE 7. RATES OF PAY

An employee who works in a higher classification shall immediately receive the pay rate for that higher classification. Pay checks shall be given at the end of each scheduled work week.

ARTICLE 8. SICK LEAVE WITH PAY

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

- (a) One and one-half working days sick leave with pay for each month of service from the date of hire up to and including December 31st next following such date of hire and eighteen days sick leave with pay for each calendar year thereafter. If any such employee require none or a portion only of such allowable sick leave for any calendar year, the amount of such leave taken 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 of 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 expect to report for work because of personal illness or for any of the reasons included in the definition for sick leave hereinabove set forth shall notify his immediate superior by telephone or personal message within one-quarter-of-an hour before 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 health agency, 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 service 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 15th the union shall be notified of the number of unused sick days and vacation days to the credit of each represented employee.
- (h) Cash payment shall be made for unused sick leave upon retirement, death, or separation due to a reduction of the overall work force for economic reasons, on the basis of \$40.00 per day for unused sick leave.
- (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.

ARTICLE 9. LEAVE OF ABSENCE WITH PAY

Seven days shall be granted for death in the immediate family consisting of mother, father, or parental guardian, brother, sister, spouse, children of employee. Five days shall be granted for grandmother or grandfather. Three days shall be granted for mother-in-law, father-in-law, brother-in-law, sister-in-law.

ARTICLE 10. LEAVE OF ABSENCE WITHOUT PAY

1- 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 without pay not to exceed six (6) months. Extension beyond the six months in accordance with Civil Service rules.

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.

2- 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.

ARTICLE 11. UNION LEAVE

Any three (3) members of the union who are elected or designated to attend conventions of the union's international or other subordinate body shall be permitted to attend such functions and shall be granted the necessary time off without loss of either pay or time, 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.

ARTICLE 12. MILITARY SERVICE

1- 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 leave of absence during the period of such activity. Such duty is not to exceed three (3) weeks.

2- 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.

3- 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.

ARTICLE 13. WORKER'S COMPENSATION

1- When an employee is injured on duty, he is to receive Workmen's Compensation due him plus the difference between the amount received as compensation to him and his salary during the period of temporary disability only, not to exceed one year.

2- An employee who is injured on the job and is sent home, or to a hospital or Doctor's office to obtain medical attention shall receive pay at the applicable rate for the balance of his regular shift for that day.

ARTICLE 14. SENIORITY

- 1- Seniority is a permanent employee's total length of service with the employer, beginning with his original date of hire.
- 2- An employee having broken service with the employer (as distinguished from a leave of absence) shall not accrue seniority credit for the time when not employed by the employer.
- 3- If question arises concerning two who were hired on the same date the following shall apply: If hired prior to the effective date of his agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the employer's payroll records, first names, 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 employee's last name.
- 4- In all cases of promotions, demotions, layoff, recall, vacation schedules and other situations where substantial employee advantage or disadvantages are concerned, a permanent employee with the greatest amount of seniority shall be given preference provided he has the ability to do the work.
- 5- A list shall be maintained by the department and its sub-division indicating the number of jobs available. Such jobs shall be open for bid by all laborers based upon seniority and the ability to do the work, Such bidding shall occur once annually. Once such bidding has been finalized, no laborer within any division shall be unreasonably or arbitrarily reassigned to another division. Such reassignment shall only be conducted on a temporary as needed basis or during emergency conditions as provided herein. This article and any portions thereof shall not create job classifications with respect to the laborer title.

ARTICLE 15. HOLIDAYS

- 1- The following days are recognized paid holidays:

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

Two additional personal days shall be granted to all employees, one day being a personal holiday for their birthday.

2- Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on Sunday shall be celebrated on the following Monday. Holidays which fall within an employee's vacation period shall be celebrated at the employee's option, either immediately before or immediately following his vacation period.

3- In order to be entitled to the above paid holidays, employees must work the regular 8 hour day before and after the holiday. In the event of sickness on the day before or after, the employee must obtain a Doctor's certificate from the Township Doctor at his own expense. If the holiday falls within the employee's vacation, the employee will receive an additional day of vacation.

4- Any holiday leave or day off granted to other township employees by resolution of township council shall be granted to employees covered by this agreement.

5- Any day declared a national holiday by the President of the United States shall be granted to employees covered by this agreement.

ARTICLE 16. VACATIONS

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

- (a) After six months of service from date of appointment up to one year of service - one working day per month of service.
- (b) From one year of service up to and including the fourth year of service - twelve (12) working days.
- (c) From the fifth year of service up to and including the ninth year of service - sixteen (16) working days.
- (d) From the tenth year of service up to and including the fourteenth year of service - twenty three (23) working days.
- (e) From the fifteenth year of service up to and including the nineteenth year of service - twenty eight (28) working days.
- (f) From the twentieth year of service up to retirement - thirty (30) working days.

2- The greater number of vacation days earned shall begin at the anniversary date of the original date of hire as shown on seniority roster.

3- Where in any calendar year the vacation or any part thereof is not used, such vacation period may be:

(CONTINUED ON NEXT PAGE)

(a) Accumulated for the following year, with notification required, in accordance with the contract, or

(b) Up to two weeks unused vacation may be paid within the same calendar year due, provided the employee gives at least two (2) weeks notice thereof to the township and in no case may notice be given later than December 1st of that calendar year.

4- Vacation time may not be accumulated more than one (1) year accumulation.

5- The vacation pay shall be given to the employee on the pay week preceding the employee's vacation, provided he gives two (2) weeks notice to the payroll office.

ARTICLE 17. MEMBERSHIP PACKETS

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

ARTICLE 18. STRIKES AND LOCKOUTS

1- 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 employer's work, provided the employer follows the grievance procedure for which provision are made herein and the employer shall not cause any lockout.

2- 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.

ARTICLE 19. SAFETY AND HEALTH

1- The employer shall at all times maintain safe and healthful working conditions and will provide employees with any wearing apparel, tools or devices reasonably necessary in order to insure their safety and health. "Wearing apparel" shall mean raincoats and hats. Appropriate seasonal gloves shall be issued quarterly by the employer at the expense of the employer.

The employer and the union shall inspect rain gear every six (6) months and the employer shall replace at his expense that wearing apparel which is needed. Appropriate seasonal gloves shall be issued quarterly (every three months) by the employer at the expense of the employer.

2- The employer and the union shall designate a safety committee member for each unit of representation. It shall be their joint responsibility to investigate and correct unsafe or unhealthy conditions. They shall meet periodically, as necessary, to review conditions in general and to make appropriate recommendations to either or both parties. The safety committee member representing the union shall be permitted reasonable opportunity to visit work locations throughout the employer's facilities, where employees covered by this agreement perform their duties for the purpose of investigating safety and health conditions. Said inspection shall be conducted during working hours with no loss of pay for periods not to exceed one (1) hour per day, unless additional time is specifically requested and authorized by the employer

ARTICLE 20. 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.

ARTICLE 21. GRIEVANCE PROCEDURE

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

- Step 1- The aggrieved employee or union steward at the request of the employee shall take up grievance or dispute with the employee's foreman within ten (10) working days of its occurrence. Failure to act within ten (10) days 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 within three (3) working days after the foreman's response is due. The director shall meet with the union steward (or grievance committee and/or 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, grievance committee or employee to the township manager in writing within three (3) days after the response of the director is due. The manager shall meet with the union steward, grievance committee or employee, and respond in writing 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 to the township council in writing within three (3) days after the response of the township manager is due. The township council shall meet with the union steward, grievance committee or employee and respond in writing to the union steward, grievance committee or employee, 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 council 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.

B- 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 the other, 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 the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

C- 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 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 and mutually approved.

D- 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.)

E- 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 grievance pending at any step of the grievance procedure.

ARTICLE 22. GENERAL PROVISIONS

- 1- The employer and the union recognize the need for the development and training of qualified employees to fulfill the employer's manpower requirements for maintaining the efficiency of operation and service. The employer agrees to join with the union in the mutual undertaking to try to establish a training program for employees covered by this agreement. The training program would be utilized to help employees as may be required by the employer for various positions. Neither the employer nor the union are bound to either participate in a certain type program or certain instruction, it being understood that this is the type of program which would be mutually beneficial and the program itself must depend both upon availability to the employees of time and to the employer of both training facilities and personnel which would not interfere with the effective operation of the department.
- 2- Civil Service Bulletins shall be issued to the Union President monthly.
- 3- 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 effected by such a decision, whereupon the parties agree to commence negotiation relative to the invalid portion.
- 4- 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.
- 5- The jurisdiction and authority of the employer over matters not covered by this agreement are expressly reserved and impliedly reserved by the employer in accordance with the laws of the State of New Jersey.

- 6- The description of each job as may be stated by Civil Service "Classification and Survey" for Gloucester Township covering the members of the unions are hereby accepted.
- 7- Unless specifically excluded herein, all full time employees paid on annual or hourly basis shall be subject to those personnel policies and regulations set forth in "Gloucester Township Personnel Rules and Regulations" adopted February 21, 1972, which are attached hereto as Appendix "B".
- 8- Prior to the appointment of any applicant, a person shall undergo a physical examination to be administered by the township physician and any other examination when requested by the appointing authority. The prospective appointee or employee shall also complete and file a prescribed questionnaire of physical condition and history with the administration of the township.
- 9- It is the policy of the township to offer employment and fair treatment to all its employees. The employee is expected to properly maintain his mental and physical well being to assure his continued employment to the satisfaction of the department head and governing body.
- 10- Except when otherwise provided by law, every person appointed to a new position shall be deemed to be on probation in the position to which he shall be appointed for a period of three (3) months, such probation shall not effect permanent status of any other township employment that the person may have achieved prior to his completion of the probationary period. The employee or officer shall be evaluated by the Township Manager to determine whether he shall be granted permanent status or dismissed. The Township Manager may require reports and recommendations from immediate superiors and department heads for this purpose.
- 11- An employee who is injured in the performance of his duties shall immediately report the accident to his supervisor, who shall complete a form provided for such reports. The completed accident report form shall be submitted to the municipal administrator.

- 12- Employees may not directly or indirectly solicit donations or other gratuities, contributions and the like that would in any sense put the employee under obligation to the person making the denations and violating the principle that all citizens be treated alike.
- 13- Should an official holiday occur while an employee is on sick leave, he shall not have that holiday charged against his sick leave.
- 14- Being punctual is of the utmost importance; consequently any lateness and the reason for it will be noted on the time record. Recurring or chronic lateness will be referred to the manager for appropriate action and shall be the basis for disciplinary action against the offending employee.
- 15- The regular work week for full time Public Works Department employees in the bargaining unit is five (5) days, Monday through Friday, 8:00 A.M. to 4:00 P.M. normal time allowed for lunch for these employees is one-half hour. A fifteen (15) minute rest break is permitted in the forenoon and afternoon.
- 16- A time clock will be used by all hourly employees. These employees are to use the time clock to register their starting time in the morning and their finishing time in the afternoon. Any employee who registers the starting time or quitting time for any fellow employee will be immediately suspended with a recommendation to the township committee for dismissal.
- 17- All vacations must be scheduled by the department head. It is the responsibility of the department head to schedule individual vacations so that activities of the township will be carried on with a minimum of interruption and inconvenience.
- Employees with seniority will be given first preference in assignment of vacation insofar as possible.
- 18- Any employee who wishes to resign from the township's service in good standing shall give his department head at least two (2) weeks prior written notice of his resignation.
- 19- The Department of Public Works consists of four (4) subdivisions: Sanitation, Recreation, Road Department, and Drainage.

20- Employees covered under this agreement shall receive a clothing maintenance allowance of \$100.00 per year. Payment for which shall be made twice yearly: \$50.00 in December and \$50.00 in June.

21- Union/Management Meeting:

A- Upon signing of this Agreement, it is agreed that there is herewith created a committee composed of two members from management and two members of the union. The purpose of this committee shall be to discuss employee/employer relations problems of a general nature in order that understanding, and problem solution, where possible, may occur. These meetings are not intended to bypass the grievance procedure or to be considered collective negotiation meetings, but are intended as a means of fostering good employee/employer relations through communications between the parties.

B- Appointment by both parties:

2 Members appointed by Union

2 Members appointed by Management

ARTICLE 23. WAGE SCHEDULE

1- The wage schedule shall be for those classes of employees as designated on Appendix "A" attached and in acceptance with the rates stated herein:

- a) Each employee shall receive on January 1, 1980 a seven (7) percent increase based on his then hourly rate of pay as of December 31, 1979. At the end of each three (3) month period (March, June, September and December) of 1980 each employee shall receive in a separate check, an amount based on an additional three (3) percent of a wage earned during that period. To be figured on the 1979 hourly rate.
On December 31, 1980 the three (3) percent increase shall be reflected in the hourly wage of each employee.
- b) Effective January 1, 1981 each employee shall receive a two (2) percent hourly increase, plus a cost of living increase based on the following:

1- For each one (1) percent increase in the Consumer Price Index, as promulgated by the United States Department of Labor for the Philadelphia, Pennsylvania area based on the 1980 calendar year, there shall be an increase of one (1) percent in each employees hourly rate, said Combined 1981 increase not to exceed ten (10) percent.

2- The employer shall pay into the Council #71 Health & Welfare Fund the amounty of \$124.00 per year per employee in the bargaining unit. This amount shall be paid directly to the Health & Welfare Plan by the employer.

3- Longevity payments will be made to the employees covered by this contract in accordance with the schedule outlined below. Said payments will be made not later than 5 working days after November 1st in 1980 and 1981, in separate checks issued to eligible employees. In order to be eligible for longevity payments an employee must have a minimum of five (5) years of continous service in the years longevity is to be paid, regardless to when the employee's actual anniversary date falls, making him eligible for longevity.

Starting year 5 -	2%	of total salary
Starting year 7 -	3%	of total salary
Starting year 10 -	4%	of total salary
Over 10 years	5%	of total salary

4- Those employees holding the title of Mechanic with an hourly rate of \$6.00 in 1979, shall receive a wage adjustment of 15 cents per hour prior to being granted the percent increase in January 1980.

ARTICLE 24. TERMINATION

1- This agreement shall be effective as of the first day of January 1980, and shall remain in full force and effect until the thirty-first day of December, 1981. All bargainable provisions as provided herein shall be retroactive to January 1, 1980. On or before-December 31, 1981, the Township of Gloucester and Local 1822 shall meet to re-open this agreement with the purpose to re-negotiate all matters.

2- This agreement 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.

3- 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.

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

1980

John P. Henning
Associate Director, Council 71

Steve Russell
Secretary-Treasurer, Local 1822

Tim Inyett
President, Local 1822

Thomas D. Lewis
Chief Steward

Paul A. Mullen
Mayor, Township of Gloucester

Ray L. Hoff
Manager, Township of Gloucester

Jose Norberto
Township Clerk

APPENDIX "A"

WAGE SCHEDULE

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

BEGINNING LABORER

1/1/80	\$5.31 per hr.
12/31/80	\$5.46 per hr.
1/1/81	\$6.12 per hr.

LABORER

1/1/80	\$6.11 per hr.
12/31/80	\$6.29 per hr.
1/1/81	\$6.92 per hr.

TRUCK DRIVER

1/1/80	\$6.41 per hr.
12/31/80	\$6.59 per hr.
1/1/81	\$7.25 per hr.

SENIOR SEWER REPAIRMAN

1/1/80	\$6.55 per hr.
12/31/80	\$6.73 per hr.
1/1/81	\$7.40 per hr.

EQUIPMENT OPERATOR

1/1/80	\$6.67 per hr.
12/31/80	\$6.86 per hr.
1/1/81	\$7.55 per hr.

MECHANIC

1/1/80	\$6.15 per hr.	(15 cent adjustment before per cent)
1/1/80	\$6.58 per hr.	
12/31/80	\$6.76 per hr.	
1/1/81	\$7.44 per hr.	

PUBLIC WORKS FOREMAN

1/1/80	\$7.01 per hr.
12/31/80	\$7.22 per hr.
1/1/81	\$7.94 per hr.

APPENDIX "B"

DISMISSAL

A permanent employee may be dismissed from the service or demoted for cause. A cause sufficient for removal includes:

- A- Neglect of Duty
- B- Absence without leave or failure to report after authorized leave has been disapproved or revoked.
- C- Inability to do the work.
- D- Insubordination
- E- Serious breach of discipline
- F- Intoxication while on duty
- G- Commission of a criminal act involving moral turpitude
- H- Disobedience of departmental rules and regulations
- I- Conduct unbecoming a public employee

APPENDIX "C"

Bill of Rights

To ensure that individual employee rights are not violated, the following shall represent the employee's Bill of Rights:

1. An employee shall have the right to union representation at each and every step of the grievance procedure set forth in this agreement.
2. An employee shall not be required to submit to an interrogation by the employer and/or representatives of said employer without union representation present at such interrogation.
3. No recording device of any type shall be used at such interrogation.
4. In all disciplinary hearings and/or hearings designed for the appeal of a disciplinary action already taken the employee shall be entitled to union representation. Such representation shall consist of the local union representative or his designee, the chief shop steward or his designee and a union representative from the district council of which the employee is a member.
5. In all disciplinary hearings or hearings designed for the appeal of any disciplinary action the employee and/or his union representative(s) shall have the right to introduce evidence and witnesses in his behalf. Furthermore the employee and/or his union representative(s) shall be granted the right to cross-examine any and all witnesses against him.
6. Recording devices may be used only if prior agreement by the union is reached. The union shall be given a duplicate of any and all recordings made. Cost for such shall be shared equally between union and employer.
7. No employee shall be intimidated, coerced, or suffer any reprisal by the employer for having exercised his rights under this agreement.