

**EMPLOYMENT AGREEMENT  
BETWEEN**

**THE TOWNSHIP OF LAWRENCE**

**AND**

**THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
COUNCIL 73, AFL-CIO, LOCAL 2257**

January 1, 2010 to December 31, 2013

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## PREAMBLE

This four-year Agreement made and entered into this 10th day of May 2010, by and between the Township of Lawrence, in the County of Mercer, a Municipal Corporation in the State of New Jersey (hereinafter referred to as the "Township"), and Local #2257, Council 73 American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union", represents the complete and final understanding on all bargainable issues between the Township and the Union and is designed to maintain and promote a harmonious relationship between the Township and such of its employees who are covered by Article I, Recognition, in order that more efficient and progressive public service may be rendered. This Agreement will expire on the 31<sup>st</sup> day of December 2013.

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 as Appendix A who are employed by the Township, and for such additional classifications as the parties may later agree to include, excluding supervisors, managerial executives and confidential 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 and 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 (10<sup>th</sup>) day of 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 an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Township by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership, fees and assessments. The Union's entitlement of the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Township.

For the purposes of this provision, employees employed on a ten-month basis or who are reappointed from year-to-year shall be considered to be in continuous employment.

### Section 3.3

The union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that shall rise out of, or by reason of, any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this article.

ARTICLE IV  
HOURS AND OVERTIME

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 (1-1/2) the employees' regular rate of pay shall be paid for work under any of the following conditions:

- a) DAILY – All work performed in excess of seven (7) hours in any workday; or
- b) WEEKLY – All work performed in excess of thirty-five (35) hours; or
- c) ALL work performed on the sixth (6<sup>th</sup>) 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 (7<sup>th</sup>) 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 any emergency basis or works more than two hours before or after their regularly scheduled shift. Five dollars (\$5.00) per meal allocated.

#### Section 4.6

Any employee who is required to report to work during periods other than his/her regularly scheduled shifts shall be paid at the rate of time and one-half (1-1/2) his regular rate of pay for such hours worked and be guaranteed not less than three and one-half (3-1/2) hours pay at the overtime rate unless it is contiguous to the normal work day, then pay at the overtime rate will be granted only for the actual hours worked in addition to the regular 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 (3-1/2) hour guarantees should he/she be recalled with that same three and one-half (3-1/2) hours work.

#### Section 4.7

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

#### Section 4.8

Senior Public Safety Telecommunicator, Public Safety Telecommunicator and Public Safety Telecommunicator Trainee shall work the schedule provided for in the collective bargaining agreement between Lawrence Township P.B.A. Local #119. The overtime provisions in the P.B.A. Local #119 agreement in effect on 01/01/95 shall be the basis for overtime compensation for the Public Safety Telecommunicator and Public Safety Telecommunicator Trainee titles.

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 Civil Service and 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.

ARTICLE VI  
DISCIPLINE

Section 6.1

No employee may be suspended for a period of more than five (5) days without first having a disciplinary hearing. Notice of such hearing, along with specifications, shall be furnished to the employee with a copy to the Union President and to the Council office. The employee shall be entitled to representation at any such hearing by the Local Union President, Union Steward and Council Representative.

Section 6.2

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

Section 6.3

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

Section 6.4

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

Section 6.5

Any suspension in excess of five (5) days, or any removal of an employee may be appealed to Civil Service or may be appealed to arbitration provided the Union supports the request for arbitration. The employee shall have ten (10) days from the date of receipt of final notice of disciplinary action to indicate his choice. His choice of either arbitration or Civil Service hearing shall be final and irrevocable.

ARTICLE VII  
GRIEVANCE PROCEDURE

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 employee’s immediate supervisor within five (5) working days after the occurrence of the event or knowledge thereof out of which the grievance arises. The immediate supervisor shall then attempt to address the matter and shall respond to the employee and Steward within three (3) working days.

STEP 2. If the grievance has not been settled to the employee’s satisfaction, it shall be presented in writing by the Union Steward to the Department head within five (5) days after the immediate supervisor’s response is due. The Department head shall respond in writing to the Union President or his designated representative within three (3) working days.

STEP 3. If the grievance still remains unadjusted, it shall be presented by the President or Union representative to the Municipal Manager or designee in writing within (7) days after response of the Department head is due. The Municipal Manager or designee shall meet with all parties involved within five (5) days and shall render a decision in writing within five (5) days following such meeting.

STEP 4. If the grievance is still unsettled, the union may, within fifteen (15) days after the reply of the Municipal Manager is due, by written notice to the Municipal Manager, proceed to arbitration. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) days and such decision shall be final and binding on both parties.

### 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 Service Statutes of New Jersey, there shall be no right of arbitration under the provisions of this article.

### Section 7.5

Expenses for the arbitrator's services 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 names of its employees who are designated by the Union to represent employees under the grievance procedure. Such employees so designated by the Union will be permitted to confer with other Union representatives, employees and with Township representatives regarding matters of employee representation, during working hours, without loss of pay provided, however, all employees shall secure the permission of their immediate supervisor, which permission shall not be unreasonably denied.

## ARTICLE VIII

### HOLIDAYS

#### 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 by 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. President's Day               | 11. Veteran's Day          |
| 5. Good Friday                   | 12. Thanksgiving Day       |
| 6. Memorial Day                  | 13. Day After Thanksgiving |
| 7. Independence Day              | 14. Christmas Day          |

#### Section 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 <sup>st</sup> of the year of appointment	1 Working day per month
For each succeeding year through the fifth (5 <sup>th</sup> ) year of employment	12 Working days per calendar year
From the sixth (6 <sup>th</sup> ) year through the tenth (10 <sup>th</sup> ) year of employment	15 Working days per calendar year
From the eleventh (11 <sup>th</sup> ) year through the fifteenth (15 <sup>th</sup> ) year of employment	20 Working days per calendar year
From the sixteenth (16 <sup>th</sup> ) year of employment and each year thereafter	25 Working days per calendar year
For employees hired on or after 1/1/07 From the eleventh (11 <sup>th</sup> ) year through the nineteenth (19 <sup>th</sup> ) year of employment	20 Working days per calendar year
For employees hired on or after 1/1/07 From the twentieth (20 <sup>th</sup> ) year and each year thereafter	23 Working days per calendar year

Section 9.2

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

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 employee's 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 or two day vacation requests shall require forty-eight (48) hours notice. Such requests shall not be unreasonably denied.

#### Section 9.6

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

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 accumulative from year to year. All employees shall be compensated for unused personal days at straight-time pay, calculated on the calendar year ending December 31<sup>st</sup>. Any employee who has either utilized or had excess sick or excess vacation hours charged beyond their available Personal Leave hours shall have their pay docked for the amount of excess hours used or charged.

Section 10.3

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

ARTICLE XI  
SICK LEAVE

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 of employment after initial appointment and fifteen (15) days in every calendar year thereafter. Any amount of paid sick leave not used in any calendar year shall accumulate to the employee's credit from year-to-year to be utilized if and when needed.

Section 11.2

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

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

Section 11.3

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

Section 11.4

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

ARTICLE XII  
BEREAVEMENT LEAVE

Section 12.1

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

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

Section 12.4

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

Section 12.5

The Township may require verification of death.

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 naval service of the United States and is required to perform active duty for training period shall be granted a leave of absence with pay for the period 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.

Section 13.2

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

Section 13.3

- a) A leave of absence without pay may be requested by an employee covered by this Agreement by submitting the reason(s) for the requested leave, in writing, to the Department head. Said leave can be granted for periods not to exceed three (3) months at any one time. Such leave may be renewed for an additional (3) months by the Municipal Manager. Employees returning from an authorized leave will be restored to their original classification or another appropriate one of the same or similar salary to the one being earned at the time of the beginning of said leave.

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

ARTICLE XIV  
COURT ATTENDANCE

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. The Township will make reasonable accommodation for employees called to jury duty who are scheduled to work other than a day shift.

ARTICLE XV  
HEALTH BENEFITS

Section 15.1

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

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

c) Should an employee choose to opt-out of the health and prescription coverage pursuant to the policies and procedures established by the Township the employee shall not be responsible or required to contribute the three percent (3%) of total selected health and prescription coverage premium as required by Section 15.1 b of this Agreement.

Section 15.2

The Township agrees to provide a drug prescription program for employees and their dependents. Employees will be required to contribute toward the cost of prescription coverage as provided in Section 15.1 b of this Agreement.

Section 15.3

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

#### Section 15.4

- a) The Township will pay \$250 per employee for the purpose of a physical/eye exam, eyeglasses or contact lenses per year, as long as dual coverage is not in effect.
- b) Employees will have the option of having the physical exam performed by a physician designated by the Township. Should the employee choose this option, the Township will pay for the cost of said exam. However, in either case, the employee must agree to allow the physician to release to the Township a statement, the contents of which shall be limited to the following:
  1. The employee is in good health, or
  2. The employee should seek further advise from his/her personal physician.

Should the employee not agree to release this statement, the Township will not bear the cost of said exam or will not reimburse the employee for the cost depending on the option chosen. These statements shall be confidential and will only be authorized for release to the Municipal Manager.

#### Section 15.5

The Township will pay for a life insurance policy in the amount of \$5,000 for a natural death and will increase to \$10,000 in the event of an accidental death. The Township reserves the right to choose the insurance carrier for this program.

#### Section 15.6

- a) The Township agrees to provide retirement benefits in accordance with applicable New Jersey statutes that would apply to eligible retired employees that had an original hire date of December 31, 2009 or prior. Employees hired on or after January 1, 2010 shall not be entitled to post retirement health benefits.
- b) Any employee, regardless of hire date, that retires on or after February 2, 2014 and is eligible for post-retirement health care benefits shall contribute no less than one percent (1%) of their pensionable benefit toward the cost of said post-retirement benefits or an amount set by New Jersey Statute that requires a higher contribution.

### Section 15.7

Post retirement benefits will be provided through the NJ State Health Benefits Plan. 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 10 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 63<sup>rd</sup> birthday, Township pays coverage cost for retiree and dependent to age 65 and pays coverage cost for retiree only until 68<sup>th</sup> birthday.)
- d) Retirement at age 65 or older, Township pays for coverage for 5 years from date of retirement – retiree only.
- e) Above periods of eligibility of post-retirement health care coverage will not be applicable to employees hired on or after January 1, 2010. Employees hired on or after January 1, 2010 shall not be eligible for post-retirement benefits.

### Section 15.8

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

### Section 15.9

Employees will be eligible to re-enroll during the year under special circumstances.

Section 15.10

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

ARTICLE XVI  
UNION REPRESENTATIVES

Section 16.1

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

Section 16.2

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

- a) The investigation and presentation of grievances in accordance with the provisions of the Agreement. Both parties agree that if it is necessary for the President or designee or Stewards to perform any such duties during his work time, the President or designee or Stewards shall be released from work by his Supervisor only to the extent necessary to make the investigation and for conferring with the Township representative.
- b) The transmission of such messages and information which will originate with and are authorized by the Union, or its officers, provided that such messages and information;
  1. Are of a routine nature and do not involve work stoppages, slowdowns or any other interference with Township business; and
  2. The Union President or designee or Union Stewards are authorized to investigate, present and process grievances on or off the premises, provided such activity is not disruptive of any work in which he/she is engaged and subject to the necessity of maintaining his schedule and not disrupting the schedule or manpower of any other member of the bargaining unit who may be involved in the grievance.

### Section 16.3

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

An employee who is duly authorized in writing to be a representative of the Union shall be granted a leave of absence with pay for the time necessary to conduct Union business or attend conventions, seminars or workshops with a maximum of no more than four (4) employees to serve as Union representatives.

ARTICLE XVII  
EXTENDED SICK LEAVE

Section 17.1

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

## ARTICLE XVIII

### JOB POSTING

#### Section 18.1

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

#### 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 vacant position.

#### Section 18.3

Notices shall be posted for a 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 President of the Local 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 the amount required.

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 members selected by the Union. The President of the Union may attend but shall have no voting power. It will be the responsibility of the Committee to investigate and correct unsafe and unhealthful conditions. The Committee shall meet monthly or as necessary to review general health and safety conditions and to make recommendations to the Municipal Manager about such conditions.

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

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

ARTICLE XXII  
CLASSIFICATIONS AND JOB DESCRIPTIONS

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

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

Section 22.3

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

Section 22.4

The Municipal Manager agrees to meet and discuss with the Union President or designee and a representative from any title which shall be the subject of a range upgrade. Such request must be accompanied by documentation supporting any such upgrade.

ARTICLE XXIII  
EQUAL PAY FOR EQUAL WORK

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 the greater of five percent (5%) above the current salary or the minimum of the new range for such work for the time that it is performed. An exception to the Article would be for training for a new job title provided that one (1) week notice is given prior and such training does not last for more than two (2) weeks.

ARTICLE XXIV  
ACCESS TO PERSONNEL FILES

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, in the option of the employee's supervisor, derogatory material is placed in the employee's personal history file, the Township agrees to notify the employee in writing of that action. The contents of the employee's personal history file shall not be made public unless required in disciplinary proceedings or by court order or subpoena process in a judicial proceeding. An employee covered by this Agreement shall be allowed to place in such a file a response to anything contained therein.

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 requests 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 or sexual preference.

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.

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

<u>STEP</u>	<u>LENGTH OF SERVICE</u>	<u>2006-2009</u>
A	Beginning in year 8 through year 11	\$ 800
B	12 through 15	1,100
C	16 through 19	1,400
D	20 through 23	1,700
E	24 through 27	2,000
F	28 and beyond	2,300

Section 27.2

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

Section 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 purposes of computing a seniority date regarding an employee's longevity anniversary. Such time shall be pro-rated so that each year's service will be credited for one-half year longevity.

ARTICLE XXVIII  
CLOTHING ALLOWANCE

Section 28.1

There will be an annual clothing allowance given on January 1<sup>st</sup> of year as follows:

\$250.00 For

Public Works

Housing

Sanitary Inspectors

Building Inspectors

\$450.00 For

Animal Control Officer

Public Safety Telecommunicator

Beginning in 2007 and then continuing, \$150 for Public Health Nurses. Beginning in contract year 2007 and thereafter, \$500 for Animal Control Officer.

## ARTICLE XXX

### SEPARABILITY AND SAVINGS

#### Section 30.1

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

ARTICLE XXXI  
FULLY BARGAINED AGREEMENT

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

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

Township of Lawrence  
Lawrenceville, New Jersey

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Diane Runowicz  
President Local 2257

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Richard S. Krawczun  
Township Manager

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Frank Herrick  
AFSCME Council #73 Representative

APPENDIX A  
SALARY SCHEDULE

1. An employee's anniversary date is the first of the month in which the employee was hired or after a promotion, the first of the month in which the employee was promoted to his/her current title.
2. The salary of an employee who is promoted shall be changed to the nearest step in the range of the new title that is equivalent to at least one full increment.
3. Permanent part-time employees will receive an hourly rate based on their title, grade and step as determined in this collective bargaining agreement.
4. With the inception of the grade and step system please note that all new employees must be hired at the minimum of the pay scale unless consent of the Union is received. Discussion and negotiation of starting salaries above the minimum should be completed within two weeks.
5. Salaries for 2010 thru 2013 are as follows:
  - a) Effective January 1, 2010 all employees covered by this Agreement shall receive no wage increase. Effective January 1, 2011 all employees covered by this Agreement shall receive a wage increase of 2.6 % over base salary. Effective January 1, 2012 all employees covered by this Agreement shall receive a wage increase of 2.75 % over base salary. Effective January 1, 2013 all employees covered by this Agreement shall receive a wage increase of 2.50 % over base salary. In addition, effective January 1, 2010 no employee shall move upward on the step guide on the anniversary date of the employee. No service credit will be earned for purposes of upward movement on the step guide for calendar year 2010.
  - b) Effective January 1, 2011 in addition to the annual increase employees not at the maximum of the step guide will move one step on the guide on the anniversary date of the employee, excluding service credit for calendar year 2010.
  - c) In recognition of shift work, Public Safety Telecommunicator/Typist, Public Safety Telecommunicator Trainee and Public Safety Telecommunicator working regular shift schedules between the hours of 3:00 P.M. and 7:00 A.M. shall receive \$600 annually divided equally over each pay period.