

**EMPLOYMENT AGREEMENT
BETWEEN**

THE TOWNSHIP OF LAWRENCE

AND

**THE SUPERVISOR UNION
CWA LOCAL 1032**

January 1, 2010 to December 31, 2013

TABLE OF CONTENTS

Preamble	4
Article I	Recognition	5
Article II	Management Rights	6
Article III	Dues Deduction.....	7
Article IV	Hours and Overtime	9
Article V	Seniority	13
Article VI	Discipline.....	14
Article VII	Grievance Procedure	15
Article VIII	Holidays	17
Article IX	Vacations	18
Article X	Personal Leave	20
Article XI	Sick Leave.....	21
Article XII	Bereavement Leave	23
Article XIII	Leaves of Absence.....	24
Article XIV	Court Attendance	26
Article XV	Health Benefits.....	27
Article XVI	Union Representatives	30
Article XVII	Extended Sick Leave	32
Article XVIII	Job Posting	33
Article XIX	Educational Benefits	34
Article XX	Safety and Health.....	35
Article XXI	Labor/Management Meetings.....	36
Article XXII	Classification and Job Descriptions.....	37
Article XXIII	Equal Pay For Equal Work.....	38
Article XXIV	Access to Personnel Files	39
Article XXV	Bulletin Boards	40
Article XXVI	Non-Discrimination.....	41
Article XXVII	Longevity.....	42
Article XXVIII	Clothing Allowance.....	43
Article XIX	Separability and Savings.....	44
Article XXX	Fully Bargained Agreement.....	45
Article XXXI	Salary	46

Article XXXII	Term of Agreement	47
Article XXXIII	Employee Assessment Review System	48

PREAMBLE

This Agreement made and entered into on 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 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 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 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 regular shifts shall be paid at the rate of time and one-half ($1\frac{1}{2}$) his regular rate of pay for such hours worked and be guaranteed not less than three and one-half ($3\frac{1}{2}$) 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 ($3\frac{1}{2}$) hour guarantees should he/she be recalled within that same three and one-half ($3\frac{1}{2}$) hour period, in the event the employee is allowed off duty prior to the completion of three and one-half ($3\frac{1}{2}$) 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 ($1\frac{1}{2}$) 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 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	Supervisor, Building Services/ Supervisor, Recreation Maintenance
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 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. 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 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	30 Working days per calendar year
<u>Employees Hired on or after 1/1/07</u> From the sixteenth (16 th) year through the nineteenth (19 th) year of employment	23 Working days per calendar year

Employees Hired after 1/1/85 and Employees Becoming Member of this Union after 1/1/95
are not eligible for the additional vacation at 20 years.

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.

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 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. 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 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 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 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 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). 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. Beginning in calendar year 2008, the Township agrees to provide a \$200.00 payment to an employee not using a sick day within 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 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 naval 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

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 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 \$250.00 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.

- 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

- 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 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 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 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.
- 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 Plan.

Section 15.9

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

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

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 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 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 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/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, 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 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.

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 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
Supervisor Building Services//Supervisor Recreation Maintenance

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

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.

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ARTICLE XXXII
TERM OF AGREEMENT

Section 32.1

This Agreement shall be in effect as of January 1, 2010 and shall remain in effect up to and including December 31, 2013. 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 10th day of May, 2010.

COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO

TOWNSHIP OF LAWRENCE

Anthony Cermele, President
CWA Local 1032

Richard S. Krawczun
Township Manager

Paul Pologruto
C.W.A. Representative

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.