# EMPLOYMENT AGREEMENT BETWEEN

# THE TOWNSHIP OF LAWRENCE

# AND

THE AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES,

COUNCIL 73, AFL-CIO, LOCAL 2476

**JANUARY 1, 2014 TO DECEMBER 31, 2016** 

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#### **PREAMBLE**

This three-year Agreement made and entered into this \_\_ day of \_\_\_\_\_, 2014, 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 2476, Council 73 of the American Federation of Sate, 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 Section 1, Recognition, in order that more efficient and progressive public service may be rendered. This Agreement will expire on the 31st day of December 2016.

# RECOGNITION

The Township recognizes the Union as the bargaining agent for the purpose of collective negotiations of all employees whose titles are set forth in Section 5.2 hereafter, but excluding managerial executives, confidential employees and all other supervisory employees within the meaning of the New Jersey Public Employer-Employee Relations Act, and all other employees of the Township of Lawrence.

# **MANAGEMENT RIGHTS**

It is recognized that there are certain functions, responsibilities and rights exclusively reserved to the public employer, among which are the direction and operation of the Public Works Department, the types of work to be performed, the work assignments of employees, the machinery, tools and equipment to be used, shift schedules, hours of work, the making and enforcing of rules and regulations for discipline and safety of its employees. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

#### **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 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, 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, 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 dues, fees and assessments. The Union's entitlement to 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.

#### **HOURS AND OVERTIME**

#### Section 4.1

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 a supervisor.

#### Section 4.2

Time-and-one-half (1-1/2) the employee's 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 work performed in excess of forty (40) hours; or
- c) ALL work performed on the Saturday of any workweek

#### Section 4.3

Double-time the employee's 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) Employees working holidays will receive a day's pay plus a day's pay for the holiday, except for work performed on Thanksgiving Day and Christmas Day (December 25<sup>th</sup>) where compensation will be double-time plus a day's pay.

#### 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 before his starting time and works through the regular breakfast hours or through the regular evening meal.

#### Section 4.6

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 work day. If said hours worked are 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 work day. 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 4.7

In the event that all non-essential personnel are told not to report to work or are dismissed early during normal business hours, employees covered by this agreement who work during the emergency conditions for the period time was granted off will receive compensatory time on an hour-for hour basis.

#### Section 4.8

No employee may accrue compensatory time in excess of forty (40) hours. No employee shall carry over compensatory time in excess of forty (40) hours from a prior year.

#### WAGE SCHEDULE

# Section 5.1

Effective January 2, 2014 employees hired on or before December 31, 2013 and covered by this Agreement shall receive no wage increase to base salary. Effective January 1, 2015 employees hired on or before December 31, 2013 and covered by this Agreement shall receive a wage increase of 1.95% over base salary. Effective January 1, 2016 employees hired on or before December 31, 2013 and covered by this Agreement shall receive a wage increase of 2.25% over base salary. Employees hired on or before December 31, 2013 shall be compensated per the "Salary Schedule Appendix 2" and attached to this Agreement. Employees hired on or after January 1, 2014 shall be compensated per the "Salary Schedule Appendix 2-A" and attached to this Agreement. Effective during this contract, all employees covered by this Agreement shall move on the appropriate "Step" guide in accordance with their hire date and position of employment and applicable "Salary Schedule". Any employee at the maximum on the "Step" guide and not receiving a "Step" increase in calendar year 2014 shall receive a one-time payment of five hundred dollars (\$500) on December 1, 2014. This one-time payment shall not be added to the base salary of an employee and shall not be considered in any way towards the pensionable compensation of an employee. No service credit will be earned for purposes of upward movement on the "Step" guide for calendar year 2010.

#### Section 5.2

The following schedule (see Appendix 2) represents the minimum and maximum salaries for all Civil Service classifications with this unit in accordance with the salary plan and increment system.

#### Section 5.3

New employees shall be employed at the minimum salary unless the Municipal Manager determines that the needs of the service or employee experience warrants a higher compensation.

# Section 5.4

All title upgrades must be negotiated with the Union. All requests for title upgrades must go through the Union.

# Section 5.5

Seasonal employees shall not work more than four (4) months per year. Exceptions may be made where it is necessary to complete the summer work schedules.

# Section 5.6

Employees on lay-off shall be offered employment as seasonal employees prior to hiring new personnel.

# Section 5.7

Seasonal employees may not be hired above the salary of a bargaining unit member holding the same job title.

#### **HEALTH AND RETIREMENT BENEFITS**

#### Section 6.1

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

- a) Effective in the first pay period of January 2014 all employees that receive Township provided health benefits shall contribute to the cost of the said health benefit premium for medical and prescription coverage as required by law, specifically Chapter 78, P.L. 2011. All employees hired on or after January 1, 2014 shall contribute based upon the year four rates specified by said law and to be made an Appendix to a successor Agreement.
- b) 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 toward health and prescription coverage premium as required by Section 6.1 a. of this Agreement.
- c) All employees and all retirees that retire on or after December 31, 2014, that choose an employer sponsored health plan which premium triggers an excise tax on a plan in accordance with the Affordable Care Act, then the cost of the excise tax will be the responsibility of the employee requiring a contribution in the amount of the excise tax in addition to the contribution required by Chapter 78 for all employees and retirees or for contributions required by retirees in accordance with the terms of the collective bargaining agreement.

#### Section 6.2

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 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. Any employee that is eligible for post-retirement health and prescription benefits that retires on or after February 2, 2015 shall contribute no less than one and one-half percent (1.5%) or their pensionable benefit toward the cost of said post-retirement benefits. Any employee that is eligible for post-retirement health and prescription benefits that retires on or after February 2, 2016 shall contribute no less than two percent (2%) of their pensionable benefit toward the cost of said post-retirement benefits. Employees that are covered by this Agreement and retire in accordance with the dates in this Section shall continue to pay the same rate of contribution for post-retirement health and prescription benefits for the full term of their eligibility as they were paying upon their retirement.

All contributions are in addition to the required excise tax contribution required by the Affordable Health Care Act and language in 6.1 c.

#### Section 6.3

The Township agrees to provide a drug prescription program for eligible employees and their dependents. Employees will be required to contribute to the cost of prescription coverage as provided in Section 6.1 a. of this Agreement.

#### Section 6.4

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 for these programs. Employees shall have an option to participate in the program.

#### Section 6.5

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

#### Section 6.6

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

- a) Disability retirement
- b) Qualifying retirement with at least 25-years 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.
- d) 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.

The limit of post-retirement coverage is as follows:

- a) Retirement under age 55, Township pays for coverage for ten-years from date of retirement for retiree and dependents.
- b) Retirement between ages 55 and 60, Township pays for coverage until age 65 for retiree and dependents.
- c) Retirement between ages 60 and 65, Township pays for coverage until age 65 for retiree and dependents and pays for coverage for only retiree for a period of 5-years from 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 for retiree only.
- e) Above periods of eligibility of post-retirement health and prescription care coverage will not be applicable to employees hired on or after January 1, 2010.

#### Section 6.7

The Township will pay \$250 annually per employee toward the cost of an eye exam, eyeglasses, contact lenses or a physical examination.

#### Section 6.8

An employee who elects not to enroll in any health benefit plan and/or prescription drug plan and provides documentation of comparable coverage from another source (e.g., a spouse's employer) excluding the New Jersey State Health Benefits Program shall be entitled to receive a cash payment which shall not exceed fifty percent (50%) of the amount saved by the Township because of the employee's waiver of coverage and for a waiver filed on or after the effective date of Chapter 2 P.L. 2010, c.2 which shall not exceed twenty-five (25%) or five thousand dollars (\$5,000), whichever is less, of the amount saved by the Township because of the employee's waiver of coverage. This shall be applicable to health benefits and/or prescription coverage's. Such payment will be made semi-annually within thirty (30) days of the mid-point and the end of the enrollment period. Employees will be eligible to re-enroll during the year under special circumstances.

#### Section 6.9

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.

#### PAID LEAVES OF ABSENCE

#### Section 7.1

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 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 7.2

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 7.3

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 7.4

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 7.5

Any employee who is disabled because of occupational injury or occupational illness shall be granted a leave of absence with full pay. Any amount of salary or wages paid or payable to such an employee for workmen's compensation shall be reduced by the amount of workmen's compensation paid under the New Jersey Workmen's Compensation Act. Such

leave shall be limited to a maximum of six (6) months from the date of injury or illness or until workmen's compensation payments terminate, whichever is sooner. Thus, any employee covered by this leave will receive no more than his normal weekly salary payment.

### Section 7.6

Employees returning from authorized leave of absence as set forth above will be restored to their original job classification or comparable job, if budgetary or policy decisions have eliminated the original job, at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits. Employees returning from a leave in excess of five (5) consecutive days for a health related issue may be required to obtain clearance to return to work from the Township selected medical professional. Said medical exam will be at the expense of Lawrence Township.

#### Section 7.7

All full-time permanent, full-time temporary or full-time provisional employees shall be entitled to sick leave with pay based upon their aggregate years of service. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods for the attendance of the employee upon the member of the immediate family who is seriously ill.

#### Section 7.8

The minimum sick leave with pay shall accrue to any full-time employee on the basis of one working day per month during the remainder of the first calendar year of employment and fifteen (15) working days in every calendar year thereafter. Any amount of sick leave allowance not used in a calendar year shall accumulate to the employee's credit from year-to-year to be used if and when needed for such purpose. 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 Section 7.12 of this Agreement.

#### Section 7.9

If an employee is absent for reasons that entitle him to sick leave, his SUPERVISOR SHALL BE NOTIFIED PRIOR TO THE EMPLOYEE'S STARTING TIME, or in conformance with department regulations.

#### Section 7.10

The appointing authority may require proof of illness of employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action. In the case of leave of absence due to exposure to contagious disease, a certificate from the Health Department shall be required.

#### Section 7.11

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 attend Union conventions. The Union shall designate no more than two (2) employees to attend training sessions. The designated employees may rotate among the members, but in no instance may the aggregate number of days for excuse sessions exceed the maximum permitted days as included in this Section. The time allocated for paid attendance at such conventions, seminars and educational conferences shall not exceed ten (10) days.

#### Section 7.12

Every employee shall be entitled to three (3) days with pay each calendar year for personal leave for the following reasons:

- a) Religious observances
- b) Doctor or dental appointments
- c) Marriages or births
- d) All other legal or personal affairs that must take place during working hours
- e) Employee's birthday

The Municipal Manager shall promulgate procedural guidelines for taking personal leave. All employees shall be compensated for those personal days not utilized at straight time pay in the following calendar year. Requests for personal days, even when requested on the

morning of date requested, will not be unreasonably denied. An employee who has either utilized or had excess sick or excess vacation hours charged to their available Personal Leave hours shall have their pay docked for the amount of excess hours used or charged.

# Section 7.13

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). Upon retirement employees hired on or after January 1, 2014 in accordance with applicable statutes and regulations shall not be entitled to any payment toward or for accumulated sick leave. The amounts specified above based on the hiring date of the employee shall not exceed the established maximum amounts but shall be reduced if required by Statute. 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 Employee Retirement System (PERS).

#### Section 7.14

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

#### **NON-PAID LEAVES OF ABSENCE**

#### Section 8.1

The Township will grant leaves of absence to two (2) employees, not more than one (1) from any Division, to accept full time Union employment. Sixty (60) days notice shall be given to the Township by an employee requesting such leave. Said leave shall not exceed twelve (12) months.

#### Section 8.2

All other leaves of absence without pay shall be at the discretion of the Township.

#### Section 8.3

Employees returning from authorized leaves of absence, as set forth above will be restored to their original job classification or comparable job if budgetary or policy decisions have eliminated the original job at the then appropriate rate of pay, with no loss of seniority or other employee rights, privileges or benefits, provided, however, that sick leave and vacation leave and longevity credits shall not accrue with exception of those on military leave.

#### **SENIORITY**

#### Section 9.1

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

#### Section 9.2

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 9.3

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 9.4

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

#### Section 9.5

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

#### **HOLIDAYS**

Section 10.1

The following dates are recognized paid holidays whether or not worked:

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 10.2

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.

# Section 10.3

In order to be eligible for holiday pay, an employee must be on the active payroll of the Township and must have worked his full regularly scheduled workday before and after the holiday, unless such absence is authorized.

# **EQUAL TREATMENT**

# Section 11.1

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

#### **VACATION LEAVE**

# Section 12.1

The following vacation schedule shall apply:

Employment Period	Vacation
From date of appointment to December 31st 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 sixteenth (16 <sup>th</sup> ) year and each year thereafter	23 working days per calendar year
For employees hired on or after 1/1/2014 from the sixteenth (16 <sup>th</sup> ) year and each year thereafter.	20 working days per calendar year

# Section 12.2

If an employee is called back to work while on vacation, he shall be paid at the rate of twice his regular rate of pay for all hours worked and shall not lose vacation day or days.

# Section 12.3

Unused vacation may be accumulated one-year beyond the calendar year in which it is earned, subject to the approval of the Municipal Manager. This approval will not be unreasonably denied.

#### Section 12.4

An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year.

#### Section 12.5

Whenever an employee dies, having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of death.

# Section 12.6

Vacation leave credits shall continue to accrue while an employee is on leave with pay.

Credits shall not accrue while an employee is on leave without pay except military leave.

#### Section 12.7

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 Section 7.12 of this agreement.

# **EQUAL PAY FOR EQUAL WORK**

Any employee who performs work in a higher pay classification than his own for at least four (4) consecutive hours in any workday shall receive the rate of pay at the maximum of the new range for the period he/she worked in that range.

#### **CLASSIFICATIONS AND JOB DESCRIPTIONS**

# Section 14.1

The classification for employees covered by this Agreement is attached hereto as Appendix A and by reference is made part of this Agreement.

# Section 14.2

If during the term of this Agreement the Township determines that new job descriptions and/or clarifications be established or that changes be made in existing job descriptions and/or classifications the parties agree that they will consult with a view to arriving at a mutually acceptable determination, including the rate of pay thereof, prior to such changes being made effective. Should the parties fail to agree, the matter may be referred by the Township to the grievance procedure.

#### Section 15.1

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 Union Council office. The employee shall be entitled to representation at any such hearing by the Local Union President, Union Steward and Council Representative.

#### Section 15.2

The person initiating any such charges shall not be the presiding officer of a grievance.

#### Section 15.3

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

#### Section 15.4

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.

#### Section 15.5

An employee covered by this Agreement that is absent without notice for five (5) consecutive work days shall constitute a resignation by that employee from their employment with Lawrence Township.

#### **GRIEVANCE PROCEDURE**

#### Section 16.1

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 individual, the Union or the Township.

#### Section 16.2

Any grievance of an employee or of the Union shall be handled in the following manner:

STEP 1. The aggrieved employee and/or Union representative, 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 adjust the matter and shall respond to the employee and Union representative within five (5) 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 representative to the Department Head within seven (7) working 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 seven (7) working days.

STEP 3. If the grievance still remains unadjusted, it shall be presented by the President or Union representative to the Municipal Manager in writing within fifteen (15) working days after the response of the Department Head is due. The Municipal Manager shall meet with all parties involved within fifteen (15) working days and shall render a decision in writing within ten (10) working days following such meeting.

STEP 4. If the grievance is still unsettled, the Union may, within fifteen (15) working 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 of such decision and shall be final and binding on both parties.

#### Section 16.3

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) working 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 Board of Mediation or to the American Arbitration Association.

#### Section 16.4

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 16.5

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 denied.

#### **HEAT CLAUSE**

# Section 17.1

It is mutually agreed between the Township and the Union that when a heat index of eighty degrees (80°) is reached, no outside hot asphalt work will be performed in accordance with the Temperature-Humidity Index which is attached and marked as Appendix 1. It will be the responsibility of supervisory personnel to ascertain whether a T.H.I. of eighty degrees (80°) is reached. Furthermore, once this level is reached, work will continue until all remaining blacktop or other materials on loaded trucks have been placed. No additional trucks will be dispatched unless an unsafe condition would result in which case the supervisor and/or department head will only order enough material to rectify the dangerous condition.

#### **UNIFORMS**

# Section 18.1

The Township will contract with a uniform company to provide and maintain uniforms for all employees.

# Section 18.2

All employees will be eligible for an annual shoe and sock allowance in the following amounts: 2014 and 2015 not to exceed \$175 and 2016 not to exceed \$185. The shoe and sock allowance can be paid directly to a vendor or as reimbursement to the eligible employee with proof of purchase. Shoes to be purchased must be safety shoes.

#### **JOB POSTINGS**

# Section 19.1

Notice of all vacancies shall be posted on employee bulletin boards. Newly created positions, vacancies or promotional jobs shall be posted in the following matter:

Position Classification

Location (department, etc.)

Rate of Pay

Hours of Work

Person to Contact

# **PROMOTIONS**

# Section 20.1

It shall be the policy of the employer to promote to supervisory positions from the ranks of employees covered by this Collective Bargaining Agreement whenever possible.

#### Section 21.1

Each employee hired before January 1, 2013 and covered by this Agreement shall in addition to his/her regular wages and benefits, be paid longevity based upon years of service as of December 31, 2013 with the Township in accordance with the following amounts. Said amounts to be paid to an employee shall not be adjusted beyond the longevity amount being received by an eligible employee as of December 31, 2013. Longevity shall be pensionable and included as part of the employee's regular pay.

Length of Service				
8 years	\$800			
12 years	\$1,100			
16 years	\$1,400			
20 years	\$1,700			
24 years	\$2,000			
28 years	\$2,300			

Any employee hired on or after January 1, 2014 and subject to this Agreement shall not be entitled to longevity pay.

#### Section 21.2

Longevity pay, as heretofore set forth, shall become effective January  $\mathbf{1}^{st}$  or July  $\mathbf{1}^{st}$ , the date nearest to the anniversary date of employment.

# **TOOLS**

# Section 22.1

The Township agrees to replace at its cost any tools owned by mechanics of any title if those tools are worn out, lost or broken. New tools (not replacements) needed as a result of changes in technology, will be purchased and owned by the Township.

### **TERM AND RENEWAL**

### Section 23.1

This Agreement shall be in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred and fifty (150) days prior the budget submission date in the year of the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

### **DRUG TESTING**

Drug testing policy applicable to all employees subject to this Agreement with mutually agreed language to be determined. A drug testing policy will only be implemented after an identical policy is applicable to the members of AFSCME, Council 73, Local 2257. The Supervisor Union CWA, Local 1031 and "non-affiliated" Lawrence Township employees has been authorized.

### **SEVERABILITY AND SAVINGS**

If any provision of this contract shall be adjudged invalid, said section shall be considered removed from the contract. Such adjudication shall not affect the validity of the remaining sections which shall be deemed severable there from.

#### **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.

LOCAL 2476, COUNCIL 73. AFSCME, AFL-CIO

Slaved P. Dowert

TOWNSHIP OF LAWRENCE, COUNTY OF MERCER

David Hancock

**President Local 2476** 

Frank Herrick

AFSCME Council #73 Representative

Richard S. Krawczur Township Manager

#### **APPENDIX 1**

### TEMPERATURE/HUMIDITY INDEX

Different combinations of heat and moisture in the air cause different sensations of comfort or discomfort in human beings. "Temperature/Humidity Index" is a term used by the Weather Bureau to express what this combined temperature/humidity effect has on the majority of people, although it is known that individual reactions vary considerably from person to person.

By extensive laboratory tests, "Temperature/Humidity Index" values have been established for each group of separate simultaneous air temperature and relative humidity readings which give equivalent feelings of comfort. The index can also be computed using wet bulb or dew point temperatures from which, in combination with the air temperature, relative humidities may be computed.

The "Temperature/Humidity Index" has a direct relationship with the level of comfort experienced by most people. Relatively few people in summer will be uncomfortable from heat and humidity while the Index reaches seventy-five (75). Almost everyone will be uncomfortable by the time the Index reaches seventy-nine (79), and discomfort becomes more acute as the index climbs still higher. Infrequently in some parts of the United States, the Temperature/Humidity Index values reach as high as ninety (90).

Several equations which may be used to compute Temperature/Humidity Index values are given below. The choice of the one used will depend on the observational data available.

T.H.I. is Temperature/Humidity Index; td is dry bulb (air) temperature in Fahrenheit degrees; tw is wet bulb temperature in Fahrenheit degrees; tdp is dew point temperature in Fahrenheit degrees; RH is relative humidity expressed in decimals (e.g., 0.65 is used for 65%).

# **APPENDIX 2**

# Salary Scheduled

Hired on or Before December 31, 2013 Hired on or after January 1, 2014

# BLUE COLLAR GRADE, TITLE AND WAGE LISTING

		0	1.95%	2.25%
GRADE AND JOB TITLE	STEP	2014	2015	2016
		00 004	00 000	22.004
GRADE 1	1	32,601	33,236	33,984
Building Service Worker	2	33,550	34,205	34,974
	3	34,500	35,173	35,964
	4	35,399	36,089	36,901
	5	36,298	37,006	37,838
	6	37,198	37,923	38,777
	7	38,098	38,841	39,715
	8	38,998	39,758	40,653
	9	39,897	40,675	41,590
	10	40,797	41,592	42,528
	11	41,696	42,509	43,466
	. 12	43,495	44,343	45,340
GRADE 2	1	33,887	34,548	35,325
Laborer 1	2	35,027	35,710	36,514
	3	36,167	36,873	37,702
	4	37,307	38,034	38,890
	5	38,446	39,196	40,078
	6	39,586	40,357	41,265
	7	40,725	41,519	42,453
	8	41,864	42,681	43,641
	9	43,004	43,842	44,829
	10	44,144	45,004	46,017
	11	45,284	46,167	47,206
	12	47,565	48,493	49,584
GRADE 3	1	37,706	38,441	39,306
Road Repairer 1	2	39,056	39,818	40,714
Maintenance Worker 2, Grounds	3	40,407	41,194	42,121
	4	41,758	42,573	43,531
	5	43,110	43,951	44,940
	6	44,461	45,328	46,348
	7	45,812	46,706	47,757
	8	47,163	48,083	49,165
	9	48,514	49,461	50,573
	10	49,866	50,838	51,982
	11	51,217	52,215	53,390
	12	53,928	54,979	56,216

	4	00 007	04.540	25 225
GRADE 4	1	33,887	34,548	35,325
Maintenance Worker 1, Grounds	2	35,024	35,707	36,511
	3	36,162	36,867	37,696
	4	37,299	38,026	38,882
	5	38,436	39,185	40,067
	6	39,574	40,345	41,253
	7	40,712	41,505	42,439
	8	41,850	42,666	43,626
	9	42,989	43,827	44,813
	10	44,125	44,986	45,998
	11	45,262	46,144	47,182
	12	50,342	51,324	52,479
GRADE 5	1	39,749	40,524	41,436
Maintenance Repairer	2	41,119	41,921	42,864
·	3	42,488	43,317	44,291
	4	43,858	44,713	45,719
	5	45,227	46,109	47,147
	6	46,596	47,505	48,574
	7	47,965	48,900	50,001
	8	49,334	50,296	51,428
	9	50,703	51,692	52,855
	10	52,073	53,089	54,283
	11	53,444	54,486	55,712
	12	56,180	57,276	58,564
GRADE 6	1	37,706	38,441	39,306
Road Repairer 2	2	38,982	39,742	40,637
Tree maintenance Worker 2	3	40,258	41,044	41,967
Mason	4	41,713	42,527	43,483
	5	43,168	44,010	45,000
	6	44,618	45,488	46,512
	7	46,068	46,967	48,024
	8	47,519	48,445	49,535
	9	48,969	49,924	51,047
	10	50,420	51,403	52,560
	11	51,871	52,883	54,072
	12	55,108	56,183	57,447

GRADE 7	1	37,706	38,441	39,306
Senior Recreation Maintenance Worker	2	38,856	39,614	40,505
Senior Park Maintenance Worker	3	40,007	40,787	41,705
	4	41,158	41,961	42,905
	5	42,309	43,134	44,105
	6	43,460	44,308	45,305
	7	44,612	45,481	46,505
	8	45,762	46,654	47,704
	9	46,912	47,827	48,903
	10	48,064	49,001	50,103
	11	49,215	50,175	51,303
1	12	51,519	52,524	53,705
GRADE 8	1	39,749	40,524	41,436
Traffic Maintenance Worker	2	41,261	42,065	43,012
Motor Broom Driver	3	42,773	43,607	44,588
Assistant Supervisor Parks/Assistant Supervisor Bu	4	44,286	45,149	46,165
Assistant Supervising Maintenance Repairer	5	45,799	46,692	47,743
Assistant Supervising Maintenance Repairer	6	47,311	48,233	49,319
	7	48,822	49,774	50,894
	8	50,334	51,316	52,470
	9	51,846	52,857	54,046
	10	53,358	54,399	55,623
	11	54,871	55,941	57,199
	12	57,901	59,030	60,358
		,	·	
GRADE 9	1	39,749	40,524	41,436
Heavy Equipment Operator	2	41,720	42,533	43,490
Senior Maintenance Repairer	3	43,691	44,543	45,545
Senior Maintenance Repairer/Electrician	4	45,661	46,552	47,599
	5	47,632	48,561	49,653
	6	49,602	50,569	51,707
	7	51,572	52,578	53,761
•	8	53,544	54,588	55,817
	9	55,516	56,599	57,872
	10	57,486	58,607	59,926
	11	59,456	60,616	61,980
	12	63,405	64,642	66,096

	4	07 700	20.444	20.206
GRADE 10	1	37,706	38,441	39,306
Mechanic Hepler	2	38,601	39,354	40,239
	3	39,496	40,266	41,172
	4	40,567	41,358	42,289
	5	41,638	42,450	43,405
	6	42,835	43,670	44,653
	7	44,031	44,890	45,900
	8	45,230	46,112	47,150
	9	46,430	47,335	48,400
	10	47,628	48,556	49,649
	11	48,825	49,778	50,898
	12	51,221	52,220	53,395
GRADE 11	1	38,334	39,081	39,960
Senior Building Service Worker	2	38,915	39,674	40,566
•	3	39,496	40,266	41,172
	4	40,481	41,270	42,199
	5	41,465	42,274	43,225
	6	42,451	43,278	44,252
	7	43,436	44,283	45,279
	8	44,421	45,287	46,306
	9	45,407	46,292	47,334
	10	46,392	47,297	48,361
	11	47,377	48,301	49,388
	12	49,348	50,311	51,443
GRADE 12	1	40,771	41,566	42,501
Mechanic	2	42,656	43,488	44,467
	3	44,542	45,411	46,432
	4	46,428	47,334	48,399
	5	48,315	49,257	50,365
	6	50,199	51,178	52,330
	7	52,084	53,100	54,295
	8	53,971	55,024	56,262
	9	55,858	56,948	58,229
	10	57,745	58,871	60,195
	11	59,631	60,794	62,162
	12	63,405	64,642	66,096

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GRADE 13	1	43,834	44,689	45,694
Mechanic Diesel/Hydraulics	2	45,664	46,554	47,601
	3	47,493	48,419	49,508
	4	49,322	50,284	51,415
	5	51,151	52,149	53,322
	6	52,981	54,014	55,229
	7	54,810	55,879	57,136
	8	56,639	57,743	59,042
	9	58,467	59,607	60,949
	10	60,297	61,473	62,856
	11	62,127	63,339	64,764
	12	65,789	67,072	68,581
GRADE 14	1	46,896	47,811	48,886
Senior Mechanic	2	48,669	49,618	50,735
Road Repairer 3	3	50,442	51,426	52,583
·	4	52,215	53,234	54,431
	5	53,988	55,041	56,280
	6	55,761	56,849	58,128
	7	57,535	58,656	59,976
	8	59,306	60,463	61,823
	9	61,078	62,269	63,670
	10	62,851	64,076	65,518
	11	64,624	65,884	67,366
	12	68,173	69,502	71,066
GRADE 15	1	46,896	47,811	48,886
Senior Mechanic Diesel	2	48,880	49,833	50,955
	3	50,864	51,856	53,023
	4	52,848	53,879	55,091
	5	54,832	55,902	57,159
	6	56,817	57,925	59,228
	7	58,802	59,949	61,297
	8	60,786	61,971	63,366
	9	62,770	63,994	65,434
	10	64,754	66,017	67,502
	11	66,738	68,040	69,570
	12	70,704	72,082	73,704

# APPENDIX 2-A SALARY SCHEDULE HIRED ON OR AFTER JANUARY 1, 2014

# BLUE COLLAR GRADE, TITLE AND WAGE LISTING

		<u>2014</u>	<u>2015</u>	<u>2016</u>
GRADE AND JOB TITLE	STEP			
GRADE 1	1	32,601	32,601	32,601
Building Service Worker	2	33,550	33,550	33,550
Building Gervice Worker	3	34,500	34,500	34,500
	4	35,399	35,399	35,399
	5	36,298	36,298	36,298
	6	37,198	37,198	37,198
	7	38,098	38,098	38,098
	8	38,998	38,998	38,998
	9	39,897	39,897	39,897
	10	40,797	40,797	40,797
	11	41,696	41,696	41,696
	12	43,495	44,343	45,340
GRADE 2	1	33,887	33,887	33,887
Laborer 1	2	35,027	35,027	35,027
Laborer	3	36,167	36,167	36,167
	4	37,307	37,307	37,307
	5	38,446	38,446	38,446
	6	39,586	39,586	39,586
	7	40,725	40,725	40,725
	8	41,864	41,864	41,864
•	9	43,004	43,004	43,004
	10	44,144	44,144	44,144
	11	45,284	45,284	45,284
	12	47,565	48,493	49,584
GRADE 3	1	37,706	37,706	37,706
Road Repairer 1	2	39,056	39,056	39,056
Maintenance Worker 2, Grounds	3	40,407	40,407	40,407
,	4	41,758	41,758	41,758
	5	43,110	43,110	43,110
	6	44,461	44,461	44,461
	7	45,812	45,812	45,812
	8	47,163	47,163	47,163
	9	48,514	48,514	48,514
	10	49,866	49,866	49,866
	11	51,217	51,217	51,217
	12	53,928	54,979	56,216

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# APPENDIX 2-A SALARY SCHEDULE HIRED ON OR AFTER JANUARY 1, 2014

		•		
GRADE 4	1	33,887	33,887	33,887
Maintenance Worker 1, Grounds	2	35,024	35,024	35,024
	3	36,162	36,162	36,162
	4	37,299	37,299	37,299
	5	38,436	38,436	38,436
	6	39,574	39,574	39,574
	7	40,712	40,712	40,712
	8	41,850	41,850	41,850
	9	42,989	42,989	42,989
	10	44,125	44,125	44,125
	11	45,262	45,262	45,262
	12	50,342	51,324	52,479
		·	•	•
			•	
GRADE 5	1	39,749	39,749	39,749
Maintenance Repairer	2	41,119	41,119	41,119
•	3	42,488	42,488	42,488
	4	43,858	43,858	43,858
	5	45,227	45,227	45,227
	6	46,596	46,596	46,596
	7	47,965	47,965	47,965
	8	49,334	49,334	49,334
	9	50,703	50,703	50,703
	10	52,073	52,073	52,073
	11	53,444	53,444	53,444
	12	56,180	57,276	58,564
		55,.55	3.,	55,55
ODADE 4				
GRADE 6	1	37,706	37,706	37,706
Road Repairer 2	2	38,982	38,982	38,982
Tree maintenance Worker 2	3	40,258	40,258	40,258
Mason	4	41,713	41,713	41,713
•	5	43,168	43,168	43,168
	6	44,618	44,618	44,618
	7	46,068	46,068	46,068
	8	47,519	47,519	47,519
	9	48,969	48,969	48,969
	10	50,420	50,420	50,420
	11	51,871	51,871	51,871
	12	55,108	56,183	57,447

# APPENDIX 2-A SALARY SCHEDULE HIRED ON OR AFTER JANUARY 1, 2014

		·, ·,· ·		
GRADE 7	1	37,706	37,706	37,706
Senior Recreation Maintenance Worker	2	38,856	38,856	38,856
Senior Park Maintenance Worker	3	40,007	40,007	40,007
	4	41,158	41,158	41,158
	5	42,309	42,309	42,309
	6	43,460	43,460	43,460
	7	44,612	44,612	44,612
	8	45,762	45,762	45,762
	9	46,912	46,912	46,912
	10	48,064	48,064	48,064
	11	49,215	49,215	49,215
	12	51,519	52,524	53,705
GRADE 8	1	39,749	39,749	39,749
Traffic Maintenance Worker	2	41,261	41,261	41,261
Motor Broom Driver	3	42,773	42,773	42,773
Assistant Supervisor Parks/Assistant Supervisor Bu	4	44,286	44,286	44,286
Assistant Supervising Maintenance Repairer	5	45,799	45,799	45,799
	6	47,311	47,311	47,311
	7	48,822	48,822	48,822
	8	50,334	50,334	50,334
	9	51,846	51,846	51,846
	10	53,358	53,358	53,358
	11	54,871	54,871	54,871
	12	57,901	59,030	60,358
GRADE 9	1	39,749	39,749	39,749
Heavy Equipment Operator	2	41,720	41,720	41,720
Senior Maintenance Repairer	3	43,691	43,691	43,691
Senior Maintenance Repairer/Electrician	4	45,661	45,661	45,661
Sellior Maintenance Repairer/Electrician	_	47,632	47,632	47,632
	5 6	49,602	49,602	49,602
	7	51,572	51,572	51,572
	8	51,572 53,544	51,572 53,544	53,544
	9	55,5 <del>44</del> 55,516	55,5 <del>44</del> 55,516	55,516
	10	55,516 57,486	57,486	57,486
	11	57,460 59,456	57,466 59,456	59,456
	12	63,405	64,642	66,096
	12	03,400	U-7,U-1Z	00,090

## APPENDIX 2-A SALARY SCHEDULE HIRED ON OR AFTER JANUARY 1, 2014

GRADE 10	1	37,706	37,706	37,706
Mechanic Hepler	2	38,601	38,601	38,601
	3	39,496	39,496	39,496
	4	40,567	40,567	40,567
	5	41,638	41,638	41,638
	6	42,835	42,835	42,835
	7	44,031	44,031	44,031
	8	45,230	45,230	45,230
	9	46,430	46,430	46,430
	10	47,628	47,628	47,628
	11	48,825	48,825	48,825
	12	51,221	52,220	53,395
GRADE 11	1	38,334	38,334	38,334
Senior Building Service Worker	2	38,915	38,915	38,915
•	3	39,496	39,496	39,496
	4	40,481	40,481	40,481
	5	41,465	41,465	41,465
	6	42,451	42,451	42,451
	7	43,436	43,436	43,436
	8	44,421	44,421	44,421
	9	45,407	45,407	45,407
	10	46,392	46,392	46,392
	11	47,377	47,377	47,377
	12	49,348	50,311	51,443
GRADE 12	1	40,771	40,771	40,771
Mechanic	2	42,656	42,656	42,656
	3	44,542	44,542	44,542
	4	46,428	46,428	46,428
	5	48,315	48,315	48,315
	6	50,199	50,199	50,199
	7	52,084	52,084	52,084
	8	53,971	53,971	53,971
	9	55,858	55,858	55,858
	10	57,745	57,745	57,745
	11	59,631	59,631	59,631
	12	63,405	64,642	66,096

# APPENDIX 2-A SALARY SCHEDULE HIRED ON OR AFTER JANUARY 1, 2014

IIIKED OF	OKA IEK GANGAK	,		
GRADE 13	1	43,834	43,834	43,834
Mechanic Diesel/Hydraulics	2	45,664	45,664	45,664
•	3	47,493	47,493	47,493
	4	49,322	49,322	49,322
	5	51,151	51,151	51,151
·	6	52,981	52,981	52,981
	7	54,810	54,810	54,810
	8	56,639	56,639	56,639
	9	58,467	58,467	58,467
	10	60,297	60,297	60,297
	11	62,127	62,127	62,127
	12	65,789	67,072	68,581
GRADE 14	1	46,896	46,896	46,896
Senior Mechanic	2	48,669	48,669	48,669
Road Repairer 3	3	50,442	50,442	50,442
	4	52,215	52,215	52,215
	5	53,988	53,988	53,988
	6	55,761	55,761	55,761
	7	57,535	57,535	57,535
	8	59,306	59,306	59,306
	9	61,078	61,078	61,078
	10	62,851	62,851	62,851
	11	64,624	64,624	64,624
	12	68,173	69,502	71,066
GRADE 15	1	46,896	46,896	46,896
Senior Mechanic Diesel	2	48,880	48,880	48,880
Senior Mechanic Dieser	3	50,864	50,864	50,864
	4	52,848	52,848	52,848
	5	54,832	54,832	54,832
	6	56,817	56,817	56,817
	7	58,802	58,802	58,802
	8	60,786	60,786	60,786
	9	62,770	62,770	62,770
	10	64,754	64,754	64,754
	11	66,738	66,738	66,738
	12	70,704	72,082	73,704
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