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1981 -----1982.

CONTRACT

BETWEEN

TOWNSHIP OF WASHINGTON

(Gloucester
TWP)

AND

LOCAL 2268C

(COUNCIL 71, AFSCME. AFL-CIO)

CEC

X January 1, 1981 - December 31, 1982

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ARTICLE 1 - PREAMBLE

This Agreement entered into by the Township of Washington, hereinafter referred to as the "Employer" and Local 2268C which is affiliated with Council 71 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment. The effective date of this contract shall be the date the Agreement is ultimately signed by both parties.

ARTICLE 11 - RECOGNITION

The employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed in Appendix A, which is part of this Agreement, and for such additional classification as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating, the rights of employees as established by the Laws of 1974, Chapter 123.

ARTICLE 111 - CHECK-OFF

- 1) The employer agrees to deduct monthly union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the employer by the Treasurer of the Union and the aggregate deductions from all employees shall be remitted to the office of Council 71 together with a list of names of all employees for whom the deductions were made by the tenth (10th) day of the succeeding month after such deductions were made.
- 2) Employees covered by this Agreement may only request deductions for the payment of dues to the duly certified majority representative named herein.
- 3) Any existing written authorizations for payment dues to an employee organization other than AFSCME, AFL-CIO will be terminated as of the date of this Agreement.

ARTICLE 111- CHECK-OFF (CON'T)

4) The effective date of a termination of dues deduction to the majority representative shall be as of July 1st next succeeding the date on which the notice of withdrawal is filed with the employer.

ARTICLE 1V -WORK SCHEDULE

The regularly scheduled work week shall consist of five (5) consecutive days, Monday through Friday, totaling 40 hours per week. The hours of the work week shall be from 7:00 a.m. to 3:30 p.m., with a lunch break from 12:00 noon until 12:30 p.m..

Employees shall be granted two (2) fifteen minute rest breaks, 10:00 a.m. to 10:15 a.m., and 2:00 p.m. to 2:15 p.m.. Breaks must be taken on the job site only.

Neither the work shift, nor the regular break times will change without first having discussed such needs for same with the representative from the Union.

ARTICLE V - WORK IN OTHER CLASSIFICATIONS

When an employee is assigned to work in a higher rated classification, he shall receive the higher rate of pay for the whole day. The following job classification will apply under this Article:

Truck is defined as any vehicle with a gross licensed weight of at least 7,500 pounds or over. For purposes of this Article, a tractor with a minimum of 25 H.P. shall be considered a truck.

Heavy equipment includes the following and no other:

Street Sweeper, Backhoe, Front-end Loader, Paver. Roller and Paint-Striper.

The Employer reserves the right to modify the above classifications when new equipment is added, however, the Employer and Union shall meet for the purpose of classifying new equipment.

ARTICLE VI - OVERTIME

- A. All time worked in excess of forty (40) hours in any work week, or in the excess of eight (8) hours in any regular work day shall be paid at time and one-half the employees' regular rate. No employee shall be paid both daily and weekly overtime for the same hours worked.
- B. All work performed on Sunday shall be compensated at the rate of double time.
- C. Overtime work shall be voluntary based on Seniority and ability of the job required. If volunteers are not available, overtime work will be assigned on an involuntary basis from the lowest seniority on up.
- D. Except in cases of an emergency, at least one (1) hour advance notice shall be given for overtime required at the end of the regular work day.
- E. If an employee is expressly required to work beyond his eight (8) hours he shall be guaranteed at least one hour of pay.

ARTICLE VII - CALL-IN TIME

Any employee who is required to return to work during periods other than his regularly scheduled hours, shall be paid time and one-half for such work and shall be guaranteed not less than two (2) hours pay, regardless of the number of hours actually worked.

ARTICLE VIII - SENIORITY

- A. Seniority is defined to mean the accumulated length of continuous service with the Township, computed from the last date of hire. An employees' length of service shall not be reduced by time lost due to authorized leave of absence for bona fide illness or injury certified by a physician. Seniority shall be lost and employment terminated if any of the following occur:
1. Discharge with cause.
 2. Resignation.
 3. Failure to return promptly upon expiration of authorized leave.
 4. Absence for three consecutive working days without leave or notice.
- B. In calculating seniority, the time an employee has served with the Township of Washington under CETA or similar Federal Program or any grant program, and, if the employee is subsequently hired on the regular Township payroll then such previous time shall be counted for purpose of seniority.

ARTICLE IX - LAYOFF

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority. The employer agrees to give at least one (1) week notice, whenever making seasonal or permanent layoffs, to the Union and the affected employees. Notice must be given in writing. Where such required notice is not given and the circumstances are not beyond the Township's control, the employer shall pay the employee one (1) weeks' wages in lieu thereof.

ARTICLE X - VACATIONS

Employees covered under this Agreement shall be entitled to the following vacation allowance based from anniversary date to anniversary date:

- a. New employees with at least six (6) months of service may use a maximum of five (5) days during the first year.
- b. For the 2nd through the 5th year of service, each employee will be granted ten (10) days of vacation.
- c. For the 6th year of service through the 10th year of service, each employee will be granted fifteen (15) days of vacation.
- d. For the 11th year of service and thereafter, each employee will be granted twenty (20) days of vacation.

<u>Year of service</u>		<u>EXAMPLE</u>	<u>Earned per year.</u>	<u>Per year usage.</u>
1st	1/7/82	1/7/83	2 weeks	5 max. days
2nd	1/8/83	1/7/84	2 weeks	2 weeks
3rd	1/8/84	1/7/85	2 weeks	2 weeks
4th	1/8/85	1/7/86	2 weeks	2 weeks
5th	1/8/86	1/7/87	2 weeks	2 weeks
6th through 10th			3 weeks	3 weeks
11th and after			4 weeks	4 weeks

An employee who terminates shall receive pro rata pay for each full month of employment (based on the balance due of the "earned per year" column above).

By mutual agreement with the Employer and the Employee, the employee will be able to take vacation pay in lieu of vacation days. Said payment shall be at the rate of one day for one day, at the end of the year.

If a holiday falls within the period of an employees vacation, said employee shall be granted an additional days vacation or in lieu thereof, the equivalent of one (1) full days pay based upon the employee's regular rate of pay.

All vacations must be taken in the given year and not carried over to the following vacation year, except, in unusual circumstances one (1) week may be carried over for use in the subsequent year, subject to the sole approval of the Township Committee.

ARTICLE XI - SICK LEAVE

1) Full time employees covered by this agreement shall be entitled to the following sick leave or absence with pay:

- A. One and one quarter ($1\frac{1}{4}$) days for each completed month of service. If an employee requires none or a portion of such allowable sick leave for any calendar year, that portion not taken shall accumulate from year to year.
- B. Sick leave for purposes herein shall mean absence from duty by an employee because of personal illness by reason of which such employee

ARTICLE XI - SICK LEAVE (CON'T)

is unable to perform his usual duties of his position, exposure to contagious disease or a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee.

- C. An employee who does not expect to report to work because of personal illness or for any reason included in the definition of sick leave shall notify his immediate superior, by telephone or personal message at least one-quarter ($\frac{1}{4}$) hour before the start of the work day.
- D. If an employee is absent for the three (3) consecutive working days the employer shall require acceptable medical evidence. The nature of the illness and length of time the employee will be absent should be stated on the medical certificate.
- E. Each employee (full time) is entitled to sick leave with full pay on a basis of one and one-quarter ($1\frac{1}{4}$) days for each completed month of service. Accumulation is unlimited. In the event of resignation, the maximum payable will be fifty (50) days or that which has been accumulated, whichever is least. Sick leave for purposes herein defined to mean absence from duty of an employee because of personal illness by reason for which such employee is unable to perform the usual duties of his position.
- F. Once each year on or before March 31, the employee and the Union shall be notified of the number of unused sick days and vacation days to the credit of each represented employee.
- G. Sick Time is not accumulative when an employee is on voluntary leave of absence.
- H. In cases of prolonged illness when an employee exhausts his accrued sick leave, the employee may authorize the Township Treasurer to use his deemed vacation as sick time.

ARTICLE XII - MANAGEMENT RIGHTS

All management functions and responsibilities which the Washington Township Committee has not explicitly modified or restricted by this Agreement are retained and vested exclusively in the Washington Township Committee and its agents. More explicitly, the Washington Township Committee reserves the right to establish and administer policies and procedures related to all Sanitation, Road and Municipal operations, services, training, education and protection.

ARTICLE XII - MANAGEMENT RIGHTS (CON'T)

of the citizens of Washington Township. The Committee and its agents reserve the right to reprimand, suspend, dismiss or otherwise discipline employees for reasonable cause: to hire, promote, transfer, layoff and recall employees to work, to determine the number of employees and the duties to be performed: to maintain the efficiency of its employees: to expand, establish, reduce, alter, combine, consolidate or abolish any job classification, department, operation or service to determine the staffing patterns and areas of work, to control and regulate the use of facilities, supplies and equipment and other property of the Washington Township Committee and its Public Works Department: to determine the number, location, operation, divisions, departments and all other units of the Washington Township Public Works Department: the assignment of work, the qualifications required, and the size and composition of the work force: to sub-contract for any service as determined necessary by the employer: to make or change department rules, regulations, policies and practices not consistent with the terms of this Agreement: and, otherwise generally to manage the Washington Township Public Works Department: to obtain and maintain full operating efficiency and optimum public protection and direct the work force except as expressly modified or restricted by this agreement.

ARTICLE XIII - GRIEVANCE PROCEDURE

Section 1. Any grievance or dispute arising between the parties with respect to the application, meaning or interpretation of the sections contained in the Agreement, also included in the scope of grievable items are disciplinary actions and shall be settled in the following manner:

Step 1. The aggrieved employee or the union Shop Steward at the request of the employee shall take up the grievance or dispute with the employee's immediate supervisor within three (3) working days of its occurrence. Failure to act within said three (3) day period shall be deemed to constitute an abandonment of the grievance. The supervisor shall try to adjust the matter and shall respond to the employee or shop steward within three (3) working days.

Step 2. If the grievance has not been settled, it shall be presented to the Township Committeeman in charge of Public Works and if not available, to the Township Clerk in writing within three (3) working days after the Supervisor's response was due. The Committeeman shall meet with

ARTICLE XIII - GRIEVANCE PROCEDURE (CON'T)

the shop steward and respond in writing within three (3) working days.

Step 3. If the grievance remains unsettled, the representative may within three (3) working days after the reply of the Township Committeeman is due, give written notice to the Township Committee requesting a hearing with the aggrieved employee, his shop steward, five (5) Township Committeemen and the Business Representative of the Union. The hearing will be held in no less than three (3) working days and no more than six (6) working days.

Step 4. If the grievance remains unsettled, the representative may within three (3) working days after the reply of the Township Committeemen is due, by written notice to the Township Committee, proceed to arbitration. A request for arbitration must be made no later than such three (3) day period and failure to file within said time will constitute a bar to such arbitration, unless otherwise agreed.

Section 2. Arbitration proceedings shall be conducted by an arbitrator who will be selected by the Employer and the Union within seven (7) working days after notice has been given. If the parties fail to agree upon an arbitrator, the State Mediation Service will be requested by either or both parties to provide a panel of official arbitrators. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The arbitrator decision shall be binding on both parties.

Section 3. Expenses for the arbitrators service and the proceedings under Section 2 and 3 shall be borne equally by the employer and the Union. No employee shall be denied his compensation for his appearance as a witness in accordance with this Article. If either party desires a verbatim record of the proceedings, it may request that such a record be made, providing it pays for the record and makes copies available to the other party and the arbitrator.

Section 4. The Union will notify the employer in writing of the names of its members who are designated by the Union to represent employees under the grievance procedure. Members so designated by the Union will be permitted to confer with other unions, employees and with employer

ARTICLE XIII - GRIEVANCE PROCEDURE (Con't)

representatives regarding matters of employee representation during working hours without loss of pay for periods not in excess of one (1) hour per week unless additional time is authorized by the employer.

ARTICLE XIV - DISCIPLINE & DISCHARGE

No employee may be dismissed or suspended without just cause. Nothing shall prohibit the Union from investigating any dismissal or suspension and resorting to the Grievance Procedure provided in this Agreement. Until the case has been discussed with the Business Agent, no employee may be dismissed or suspended, except:

In the event that it is decided, as provided in the Grievance Procedure set forth in this Agreement, that the suspension or discharge was without just cause., the decision shall provide for reinstatement with or without back pay. If the decision directs reinstatement with pay, the Township shall not receive any credits for wages or compensation earned by the employee while he was out of the Township's employ. Except where an emergency prevents it, grievances concerning dismissal or suspension shall be advanced over all other matters pending for grievance hearings, and shall be promptly heard. Except in the case of immediate dismissal from the causes set forth below, no employee may be dismissed for his first offense, but shall receive at least one (1) written warning. The parties agree that causes for dismissal without first discussing the matter with the Business Agent shall be as follows:

- (1) Calling or participating in any unauthorized strike, work stoppage or walk out.
- (2) Drunkenness, proven during working hours, or being under the influence of alcohol during working hours. If an employee refuses to take a properly administered breathalyzer examination, he shall be subject to suspension. No personnel shall consume alcoholic beverages during working hours.
- (3) Theft or dishonesty.
- (4) Assault on Township Employees or Township representatives.
- (5) Carrying unauthorized passengers in Township vehicles.
- (6) Possession or use of non-prescription legend or narcotic drugs while on duty.
- (7) Three major offenses within one year constitutes dismissal.
- (8) Two major chargeable accidents in one year is cause for immediate dismissal.

ARTICLE XIV - DISCIPLINE & DISCHARGE (CON'T)

In each instance, the Township shall promptly notify the Union of the action taken, in writing. The parties agree that a dismissal or suspension shall not be subject to the Grievance Procedure or arbitration as provided in this Agreement, unless the Union shall have notified the Township in writing of an intention to do so within two (2) weeks of the dismissal or suspension.

The parties recognize that in interpreting previous agreements there have been difficulties over whether or not the Township may dismiss employees for slow-downs. The parties agree that this matter is cause for suspension pending the Grievance Procedure, but not for immediate dismissal.

ARTICLE XV - BILL OF RIGHTS

To insure that the individual rights of employees in the bargaining unit are not violated, the following shall represent the employee's Bill of Rights:

- 1) AN employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.
- 2) An employee shall be entitled to Union representation at each stage of a disciplinary hearing.
- 3) No employee shall be required by the employer and/or its agents to submit to an interrogation unless the employee is afforded the opportunity of Union representation.
- 4) No recording devices or stenographer of any kind shall be used during any meeting unless both Union and employer are made aware of their use prior to such meeting.
- 5) In all disciplinary hearings the employee shall be presumed innocent until proven guilty and the burden of proof shall be on the employer.
- 6) An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this Agreement.

ARTICLE XVI - PAY PERIOD & PAY DAY

Section 1. All regular employees covered under this Agreement shall be paid every two weeks.

Section 2. When the regular pay day occurs on a holiday, the Township shall pay the employees on the regular work day immediately preceding the holiday.

Section 3. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

ARTICLE XVII - WORKERS COMPENSATION

- Section 1. When an employee is injured on duty, he is to receive worker's compensation due him plus the difference between the amount received as compensation to him and his salary during the period of temporary disability only, not to exceed one year.
- Section 2. An employee who is injured on the job and is sent home, or to a hospital or doctor's office to obtain medical attention, shall receive pay at the applicable rate for the balance of his regular shift for that day.

ARTICLE XVIII - INSURANCE

- Section 1. There shall be no change in the Group Hospital Medical Plan presently in effect and paid for by the employer on behalf of its employees, except, in the case of a new plan that is equivalent or better.

ARTICLE XIX - HOLIDAYS

The following days are recognized as paid holidays:

New Years Day	Memorial Day
Lincoln's Birthday	Fourth of July
Columbus Day	Thanksgiving Day
Veterans Day	Day After Thanksgiving
Washington's Birthday	Christmas
Good Friday	Labor Day

Each employee shall be entitled to one (1) personal business day per year. Holidays which fall on Saturday shall be celebrated on the Preceding Friday. Holidays which fall on Sunday shall be celebrated on the following Monday. Holidays which fall within an employee's vacation period shall be celebrated at the employee's option, either immediately before or immediately following his vacation period.

In order to be entitled to the above paid holidays, employees must work the regular work day before and after the holiday, except, if the holiday falls within the employee's vacation, in which case, the employee will receive an additional day of vacation.

All hours worked on holidays are to be paid time and one half plus holiday pay.

ARTICLE XIX - HOLIDAYS (CON'T)

No holiday shall be granted other than those listed above, except such other holidays as are officially declared by the Governor of the State of New Jersey or when the Township Committee declares by formal action, a holiday for all Township Employees. This provision has no applicability when holidays are granted pursuant to a contract with other representatives, associations or unions.

ARTICLE XX - LEAVES OF ABSENCE

Any employee desiring a leave of absence without pay from his employer must secure written permission from the Township with notice to the Union. The maximum leave of absence shall be thirty (30) days and may be extended for like periods up to a maximum of one (1) year. Permission for extension must be secured from the Township with notice to the Union. During the period of absence, the employee shall not engage in full time or part time employment whatsoever. Failure to comply with this provision shall result in termination of the employee. The employee shall be responsible for the continued payments and make suitable arrangements with the Township for the continuation of benefits.

Military Leave - In the event any regular employee volunteers for, or is called to active military service in the Armed Forces of the United States, such employee shall not, during the period of such service, lose his seniority rights as herein provided. Upon his discharge from such service, he shall be offered his former position or one of like status, provided he:

- A) Received a certificate of honorable discharge.
- B) is still qualified to perform the duties of his position: and
- C) applied for reinstatement within ninety (90) days after discharge.

Employees shall receive a written leave of absence from the Township when leaving to enter the Military Forces. In the event any regular employee covered by this Agreement, who is a reserve of the Armed Forces of the United States, is required to serve on maneuver or summer encampment, for a temporary period, the Township agrees to supplement his military pay with an amount sufficient to equal his regular forty (40) hour weekly earning at straight time rate for his job classification, not to exceed a period of two (2) weeks in any one (1) year.

Jury Duty - A regular full time employee who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid by the Township the difference between his daily job rate up to a maximum of eight (8) hours and the daily jury fee, subject to the following conditions:

ARTICLE XX - LEAVES OF ABSENCE (CON'T)

- A) The employee must notify his supervisor immediately upon receipt of a summons for jury duty.
- B) This section does not apply where an employee voluntarily seeks jury duty.
- C) No reimbursement of wages will be made for jury duty during holidays or vacations.
- D) At the Township's request, adequate proof must be presented of time served on a jury and the amount received for such service.

ARTICLE XXI - FUNERAL LEAVE

A leave of absence with pay shall be granted to a permanent employee desiring such leave because of a death in the immediate family as listed below:

ALLOWABLE DAYS

- | | |
|----|------------------------------------------|
| 3 | A) Mother or Father or Parental Guardian |
| 2 | B) Mother-in-Law or Father-in-Law |
| 2 | C) Brother or Sister |
| 2 | D) Brother-in-Law or Sister-in-Law |
| 10 | E) Spouse |
| 5 | F) Children of Employee |
| 2 | G) Grandmother or Grandfather |
| 1 | H) Son-in-Law or Daughter-in-Law |

If jurisdiction can be shown to Township Committee responsible for department additional time subtracted from sick leave may be granted.

In the event of the death of any other relative, accumulated sick leave may be utilized.

ARTICLE XXII SAFETY AND HEALTH

- A) The employer shall at all times maintain safe and healthful working conditions, and will provide employees with wearing apparel, tools or devices that may be reasonably necessary to insure their safety and health.
- B) A Safety Committee shall be formed having one member from management and one from the local Union.

ARTICLE XXIII ---SEVERABILITY

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be declared invalid for any reason whatsoever, such decision shall not effect the remaining portions of this Agreement, which shall remain in full force and

ARTICLE XXIII - SEVERABILITY (CON'T)

effect: and to this end the provisions of this Agreement are hereby declared to be severable. In the event any portion of this Agreement is declared invalid, the parties agree to begin renegotiations on the invalid portion within thirty (30) days.

PHYSICAL EXAMINATIONS

Prior to the appointment of any applicant, a person shall undergo a physical examination to be administered by the Township Physican.

PROBATION PERIOD

Every person appointed to a position shall be deemed to be on probation for a period of two (2) months. The Township Committee may require reports and recommendations from immediate superiors and department heads to determine whether he/she shall be granted permanent status or dismissed.

ARTICLE XXIV - GENERAL PROVISIONS

- A. Bulletin Boards will be provided by the employer at permanent work locations for the use of the Union, for the sole purpose pf posting Union announcements and other information of noncontroversial non-political nature.
- B. Union Activities on Employer's Time and Premises
The employer agrees that during working hours, on the employer's premises, and without loss of pay, Union representatives shall be allowed to:
1. Post Union Notices.
 2. Distribute UNION literature.
 3. Transmit communications authorized by the local Union or its officers, to employer or his representative, both written or oral.
 4. Solicit Union membership during other employee's non-working time.
- C. Visits by Union Representatives
The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees both local and District, or international, shall have the right to visit the premises during working hours, so long as such visit shall not interfere with employee duties.
- D. Posting Positions
Vacant positions or newly created positions shall be posted on the Union's bulletin board for a period of not less than five (5) days prior to the Township submitting the position to the general public.

ARTICLE XXV - EQUAL TREATMENT

There shall be no coercion, intimidation, or discrimination on the part of either the Employer or the Union, or their respective agents, officers or members, against any employee covered by this Agreement for reason of age, sex, color, religious belief, national origin, Union membership or non-membership in all departments where employees covered by this agreement are employed.

ARTICLE XXVI - STRIKES AND LOCKOUTS

In addition to any other restrictions under the Law, the Union will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work or in any manner cause interference with or stoppage of the employer's work, provided the employer follows the Grievance Procedure for which provision is made herein, and the employer shall not cause a lockout.

ARTICLE XXVII - DUPLICATION OF AGREEMENT

The employer shall be responsible for reproducing this Agreement and will furnish copies to the Union for distribution to employees and officials of the Township.

ARTICLE XXVIII- WAGES

	<u>1981</u>	<u>1982</u>	
Beginning Laborer	\$ 5.42	5.87	start
Laborer	5.92	6.41	
Truck Driver	6.02	6.52	(new hire in classification)
	6.57	7.11	
Heavy Equipment Operator	6.17	6.68	(new hire in classification)
	6.73	7.29	
Mechanic	7.02	7.60	

LONGEVITY

For year 1981 those employees with five years of service or more shall receive ten (10) cents per hour calculated from the employees anniversary date of employment until December 31, 1981. For year 1982 those employees with five years of service or more shall receive on their anniversary date of employment an increase of fifteen (15) cents to their ~~then~~ hourly rate of pay.

1/7/82
Date of Signing

ATTEST:

Charlotte E. Cella

Charlotte E. Cella, Township Clerk

TOWNSHIP OF WASHINGTON

Joseph W. Robertson
By MAYOR

COUNCIL 71 and Local 2268C

AFSCME, AFL-CIO

By John P. Hemmy
John P. Hemmy, Associate Director

ATTEST:

Paul Thompson
For the Union