

Contract no. 741

AGREEMENT

BETWEEN

THE TOWNSHIP OF WAYNE

AND

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEE, COUNCIL 52,
LOCAL 2192, AFL-CIO

JANUARY 1, 1990 - DECEMBER 31, 1992

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AGREEMENT

THIS AGREEMENT, made this 2nd day of May 1991

by and between AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 52, LOCAL 2192, hereinafter referred to as the "Union", AND THE Township OF WAYNE, hereinafter referred to as "Township", located in the County of Passaic, State of New Jersey.

W I T N E S S E T H:

WHEREAS, the Union has been designated by a majority of the Administrative employees of the Township in the bargaining unit as the sole collective bargaining agent with respect to wages, hours and other conditions of employment; and

WHEREAS, it is recognized that it is to the benefit of both parties to promote harmonious relations between the Union and the Township; and

WHEREAS, it is recognized that the efficient and orderly method of establishing and maintaining peaceful and harmonious labor relations and of dealing with the problems and controversies arising out of employment is through negotiations and agreement; and

WHEREAS, the parties hereto seek to establish 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;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

RECOGNITION

A. UNION

The Township recognizes the Union as the bargaining agent for the White Collar employees in Grades 1 through 7 in the Salary and Wage Ordinance for the purpose of establishing salaries, wages, hours and other conditions of employment and for such additional classifications as the parties may later agree to include. (See Schedules A & B annexed hereto.) Employees in Grades 8 and above are agreed to be supervisory in nature and are not included in the bargaining unit.

B. EMPLOYER RECOGNITION

The Union recognizes that the Township is a public benefit corporation created and existing by virtue of statutory enactments and is in the nature of a political subdivision and that its operations are for the public benefit. By reason thereof, the Union acknowledges that the power of the Township to enter into this Agreement or any of the provisions thereof is or may be subject to legal limitations, and in the event all or any part of the Agreement contravenes any statutory or legal requirements or exceeds the lawful powers of the Township, then to the extent of such contravention, this Agreement or such of its provisions as are legally objectionable shall be null and void. The parties mutually agree that the nullity of any provisions shall not void the remainder of this Agreement, PROVIDED, HOWEVER, that such provisions can be severed from the Agreement without substantially affecting the whole thereof.

C. The Township may establish the initial salary for new classifications and in the event the parties to the Agreement agree that such classifications are to be covered under this Agreement, the Union may then negotiate for employees in such classifications in accordance with provisions of Article Twenty-Three of this Agreement. In the event the parties do not agree that such new classifications are to be covered by this Agreement, the matter will be determined by the Public Employment Relations Commission.

ARTICLE II

RIGHTS

A. EMPLOYEES 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 proceeding in the Union contract.

3. No employee shall be required by the Township to submit to an interrogation after charges have been served unless he or she is afforded the opportunity of having a Union representative present.

4. No recording devices of any kind shall be used during such interrogation unless the Union is made aware of the fact prior to such interrogation.

5. In any disciplinary hearings, the employee shall be presumed innocent until proven guilty.

6. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his or her hours, wages or working conditions as the result of the exercise of his or her rights under this Agreement or as a result of his/her membership or non-membership in the Union.

B) PERSONNEL FILES

1. The personnel files located in the Personnel office are the only official files.

2. Upon request, all employees shall have access to their own personnel file during working hours.

3. All documents contained in the personnel file shall be sequentially numbered and upon examination of said documents, each document shall be initialled by the employee; concerned.

4. The signature affixed to any document on any data does not indicate in any way that employee agrees with the contents of this file. This signature is affixed to show only that the file has been reviewed in accordance with the contractual agreement between the Township and the Union. The employee shall have the right to respond in writing to any document in the file. Written warnings and reprimands will be removed from the employee's personnel file provided the employee has had a three (3) year period of no written warnings or reprimands.

ARTICLE III

EMPLOYER RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and

responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of the Township to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after five (5) days advance notice thereof to the employees and to require compliance by the employees is recognized.

4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause.

6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason.

7. The Township retains the right to subcontract any or all of the work performed by employees covered by this agreement.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulation.

ARTICLE IV

DUES

A. 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 reentry 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 85% of the regular Union membership dues, fees and assessments as certified to the employer 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 employees. This Article shall be subject to the provisions of N.J.S.A. 34:13A:5.4, et seq., as amended and supplemented by P.L. 1979, c. 477.

B. The Township agrees to deduct the Union's membership dues and Representation Fee from the pay of full-time employees in Grades 1 through 7. The amounts so deducted shall be certified to the Township by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to AFSCME, Council 52, together with the list of names of all employees for whom the deductions were made.

C. Dues deductions shall be made for all employees in the bargaining unit for AFSCME, and any employee shall be eligible to withdraw such authorization only as of July 1st of each year,

provided the notice of withdrawal has been filed timely, in writing, to the President of the Local. After withdrawal the employee shall pay the Representation Fee as set forth in Paragraph A hereof.

D. A computer printout of all employees in the bargaining unit, including name, grade, title, and department, shall be given to the Local President every six (6) months.

E. The Union shall establish and/or advise the Township that it has established a demand and return system in accordance with N.J.S.A. 34:13A-5.5.

F. The Union agrees to indemnify and save the Township harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason of action taken by the Township in reliance upon dues, deduction, authorization, information furnished by the Union or its representatives or in reliance upon the official notification on the letterhead of the Union and signed by the president of the Union advising of any changes in such deductions.

ARTICLE V

WORK STOPPAGES

A. GENERAL STATEMENT

It is agreed that during the term of this Agreement neither the Union, its officers or members, shall instigate, call, sanction, condone or participate in any strike, slowdown, stoppage of work, boycott, picketing or willful interference with

production, transportation or distribution, and that there shall be no lockout of employees by the Township.

B. UNION RESPONSIBILITY

In the event that any of the employees violate the provisions of the above paragraph, the Union shall immediately order any of its members who participate in such action back to their jobs, forward copies of such order to the Township, and use every means at its disposal to influence the employees to return to work.

C. FAILURE TO RETURN TO WORK

Any employee failing to report back to work within twenty-four (24) hours of the strike, slowdown, stoppage of work, boycott, picketing or failing to cease engaging in any of the above conduct, will be subject to discipline by the Employer. Discipline may include loss of seniority or discharge.

D. JUDICIAL RELIEF

Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in Law or in Equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE VI

SALARIES AND WORK SCHEDULES

A. SALARIES

Employees covered by this Agreement shall receive salary increases based on their regular salary as follows:

1. Effective January 1, 1990 - 7 percent
2. Effective January 1, 1991 - 6 percent

3. Effective January 1, 1992 - 4 percent
4. Effective July 1, 1992 - 2 percent

B. MAXIMUM SALARY AND STIPENDS

1. No salary of any employee of the Township shall be decreased by reason of the fact that his/her salary is above the maximum salary of the position classification to which he/she has been assigned.

2. Employees who are receiving stipends in their present positions shall continue to receive such stipends so long as they remain in that position.

C. LONGEVITY BENEFITS

1. Reference sub-section D of Section 4-72 of the Administrative Code. Each full time permanent employee in Grades 1 through 7 shall receive longevity compensation, in addition to their salary in accordance with the following schedule:

5-10 years of service	3 percent
10-15 years of service	6 percent
15-20 years of service	8 percent
20 or more years of service	10 percent

2. Longevity shall be in addition to salary and not restricted by the Salary and Wage Ordinance.

3. Any employee hired after January 1, 1977 shall not be eligible for longevity benefits.

D. SHIFT DIFFERENTIAL

1. A shift differential of five percent (5%) between the hours of 4:00 p.m. and 12:00 a.m. shall be in effect in the Maintenance Division, Rangers, and Animal Control.

2. Dispatchers working a shift rotation will receive an annual shift differential payment to be paid on a pro rata basis in accordance with the length of service the employee has worked for the year at the following rates:

a. Effective March 1, 1990 \$200 if hired before 7/1/90, otherwise \$100 if hired after that date.

b. Effective January 1, 1991 shall receive shift differential of 5% for second and third shift (5% x .66 = 3.3%)

E. Uniform laundering for all personnel under this heading.

F. Holiday work (except for employees noted below) will be compensated at the rate of time and one-half (1-1/2) for the hours worked in addition to one (1) day's pay at the regular straight time rate for the holiday as such. Dispatchers, rangers, animal control and fire control employees shall be compensated for holiday work with compensatory time, hour for hour.

G. RANGER PROGRAM

Hours of Work:

4:00 p.m. - 12:00 a.m.
5:00 p.m. - 1:00 a.m.
6:00 p.m. - 2:00 a.m.

Prior to changing these shifts the Township will notify the Union at least two (2) weeks in advance.

H. POLICE DISPATCHERS

Hours of Work:

8:00 a.m. - 4:00 p.m.
12:00 p.m. - 8:00 p.m.
4:00 p.m. - 12:00 a.m.
12:00 a.m. - 8:00 a.m.

I. SENIOR CITIZEN BUS DRIVER

Hours of Work:

9:30 a.m. - 4:00 p.m.

(The above includes a one-half (1/2) hour unpaid lunch.)

J. MATRON DUTIES

Matron duties such as strip searches, performed by employees outside their regular shift hours, shall be compensated at \$8.00 per hour with a minimum of two (2) hours.

K. CALL-IN COMPENSATION

Maintenance, animal control and fire bureau employees shall receive call-in pay for time not contiguous to the regular shift with a minimum of two (2) hours pay at the following rates:

1. Weekdays - straight time
2. Saturdays - time and one-half
3. Sundays and holidays - double time

L. WORK SCHEDULE

1. The work week schedule shall consist of five (5) consecutive days and a total of thirty-five (35) hours.

2. The regularly scheduled hours of work shall be 8:30 a.m. to 4:30 p.m. except as otherwise provided in this Article and except for those Engineering Inspectors who may be required to work 8:00 a.m. to 4:00 p.m. by their Department Head. Each employee shall be afforded a one hour lunch period during the aforesaid hours.

3. The regular starting time of work will not be changed without reasonable notice to the affected employees and without

first having discussed such change and the need for same, with representative of the Union except as to such requirements as may in the judgment of either the Mayor, Business Administrator, and Department Head be necessary in a period of emergency.

4. Dispatchers

Dispatchers shall work five (5) days on and two (2) days off with a rotational shift schedule as established by the Chief of Police.

M. OVERTIME

Overtime shall be paid in cash on total salary at straight time from 35 to 40 hours. All hours worked beyond 40 hours shall be compensated at time and one-half (1-1/2).

N. SATURDAY, SUNDAY AND HOLIDAY WORK

Saturday work shall be compensated at time and one-half (1-1/2). Sunday and Holiday work shall be compensated at double time. This section shall apply only if the supervisor requests that overtime be worked. This section shall not apply to those who volunteer for separate secretarial work for separate boards outside the normal work day or to those employees who are scheduled to work Saturday, Sunday or Holidays as a regular part of the work week.

O. RANGERS - MUNICIPAL COURT APPEARANCES

Overtime for Municipal Court appearances for Rangers shall be paid in cash on total salary at straight time from 35 to 40 hours. All hours worked beyond 40 hours shall be compensated at time and one-half (1-1/2).

ARTICLE VII

ADJUSTMENT OF ANNIVERSARY DATE

A. After the completion of one (1) year's employment, the individual shall receive a five percent (5%) increase or the lowest level as indicated on the current year's salary guide, whichever is higher. From January 1 of the following year the individual employee will then be increased as per Union contract and the anniversary date shall be January 1st.

B. When prior experience is given consideration at the time of hire and the individual is therefore hired at or above the minimum of the current year's salary guide, prior experience shall be so indicated on the individual's status form. At the completion of one (1) year, which shall be the anniversary date of hire, the individual employee shall receive a 5% increase or the lowest level as indicated on the current year's salary guide, whichever is higher. Thereafter, the individual employee's salary will be increased as per Union contract and the anniversary date shall be changed to January 1st.

ARTICLE VIII

SICK DAYS

A. Upon separation from service of the Township for any reason except for cause, all employees and personnel of the Township of Wayne who have been employed for at least one (1) year and are covered by the provisions herein, shall be entitled to a payment,

in cash, of Twenty-Five Dollars (\$25) for each accumulated sick day after January 1, 1970. He shall be compensated in cash for the monetary value of his accumulated and unused sick time standing to his credit at the time of his separation from service. In case of an employee's death in the service of the Township, payment shall be made to his/her estate.

B. Three (3) of the sixteen (16) annual sick days may be used in any calendar year as personal business days. If they are not so used, they will remain accumulative sick days.

1. The personal business days may be granted for occasions or business events which cannot be handled during an employee's regular time off.

2. Except in cases of emergency, an employee will provide two (2) working days notice to his Department Head when requesting utilization of a personal day. All requests are subject to the approval of the Business Administrator.

3. Personal days shall not be taken consecutively and not in conjunction with vacation days or holidays, without prior approval.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time. In those work situations where premium shift time exists, notice must be given prior to the employee's starting time.

a. Failure to so notify his supervisor may be justified in extenuating circumstances. If no such extenuating circumstances exist, the Business Administrator may deny the use of sick leave for that absence and such failure to notify may constitute cause for such disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.

a. An employee who has been absent on sick leave for a period totaling eight (8) days in a 12 month period consisting of periods of less than four (4) days, may be required to submit acceptable medical evidence of any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only (1) certificate shall be necessary for a period of six (6) months.

b. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician chosen by the employee from a panel of physicians designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees. Employees incapable of resuming normal work duties shall be retired from employment or transferred to other duties at the discretion of the Administration.

E. OCCUPATIONAL ILLNESS OR ACCIDENT

As set forth in sub-section D(3) of Section 4-73 of the Administrative Code.

ARTICLE VIII

VACATIONS

A. Full time employees paid on an annual salary basis shall be granted vacation leave, with pay, each fiscal year, in accordance with the following schedule:

1. Full time service 0 through 6 months - no vacation days.
2. Start of the 7th month to the completion of the 12th month - five (5) days;
3. Start of the second year to the completion of five (5) years - ten (10) days;
4. Start of the 6th year to the completion of the 10th year - fifteen (15) days;
5. Start of the 11th year to the completion of the 15th year - twenty (20) days;

6. At the start of the 16th year, the employee will receive one (1) additional day for each year of service in excess of fifteen (15) years to a maximum of twenty-five (25) days.

B. Anyone who has more than three (3) weeks' vacation due for the current calendar year will be able to carry over one week to the following year provided it is taken before March 1 of that following year. Otherwise the vacation time will be lost.

ARTICLE X

HOLIDAYS

A. The official Holidays with pay which are observed by the Township are as follows:

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

General Election Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

B. If a holiday falls on a Saturday, the preceding Friday shall be observed. If a holiday falls on a Sunday, the following Monday will be observed.

ARTICLE XI

INSURANCE

A. All employees and/or their families covered by this Agreement will be covered by life insurance, medical insurance, hospital insurance, major medical insurance including medical emergency coverage and dental insurance. Upon the death of an active employee all health benefits for spouse and dependents will continue for a period of six (6) months at no cost, at which time the spouse may elect to continue medical coverage at his/her own expense at the Township group rates.

B. A basic prescription plan shall be provided for each employee and his dependents at a cost of \$1.00 per prescription. Effective January 1, 1992, the aforementioned cost to the employee per prescription will be increased to \$3.00 per prescription.

C. A life insurance policy in the amount of one-half (1/2) of the employee's salary will be provided to heirs.

D. Employees hired on or after December 3, 1990 and earning \$20,001.00 per year or more shall pay twenty-five (25%) percent of any increases in the medical insurance costs effective January 1, 1992 as compared with the costs of said insurance during 1991. Any future increases thereafter compared with the costs of 1991 will be paid for by the employee paying twenty-five (25%) percent and

the Employer the balance. A cap on said proposed increases shall be negotiated as part of the 1993 contract negotiation.

E. The Township reserves the right to change insurance plans and/or carriers or to self-insure, provided such coverage is equal to or better than existing coverage. In the event the Township decides to make a change, the Union will be notified in advance and if the Union does not agree that equal or better benefits are to be furnished, may within ten (10) calendar days after such notification by the Township request the appointment of an arbitrator under the provisions of Article XVI. The arbitration case will be handled on an expedited basis and no change will be made pending receipt of the decision of the arbitrator.

F. The costs of liability coverage for Township activities for Township nurses will be paid for by the Township.

G. RETIREMENT

1. An employee and spouse will receive medical insurance and hospital insurance including medical emergency coverage after retirement from the Township at age sixty (60) at no cost, only if he has been employed at least fifteen (15) continuous years. If the State of New Jersey advises any change in the age requirement, such age requirement will become effective in this provision immediately.

2. An employee and spouse will receive medical insurance, hospital insurance including medical emergency coverage after retirement from the Township if he is below the age of sixty (60) at no cost, only if he has been employed a minimum of twenty-five

(25) years. If the State of New Jersey advises any change in lowering the age requirement, such age requirement will become effective immediately.

3. The prescription plan will be available to the retired employee and spouse at the employee's own expense at the Township premium rate, if accepted by the carrier.

4. Upon retirement the employee will be allowed to continue major medical coverage for himself and spouse, at his own expense, at the Township group rate, which expense shall be payable to the Township, if accepted by the carrier. Upon the death of the employee, the surviving spouse may elect to continue medical coverage at his/her own expense at the Township's group rate.

5. Life Insurance in an amount equal to one-half of the employee's annual salary at the time of retirement will be continued for the retired employee at no cost to the employee.

6. Any retired employee whose medical insurance, hospital insurance and major medical insurance including emergency medical coverage is granted by the Township must file an Affidavit with the Finance Director of the Township on January 1st of every year and not later than March 1st, in effect that he has not changed his status as a retiree or his marital status and that he has not been employed by any firm covering him or his spouse with a Hospitalization Plan. On February 1st, the Township will notify by Certified Mail, those retirees who are delinquent that they have the month of February to file. Failure to file will result in termination of benefits.

ARTICLE XII

LEAVE OF ABSENCE WITH PAY

A. SPECIAL LEAVE.

All leave as provided for in Section 4-73(E) of the Administrative Code, including in sub-section (5) thereof, grandparents and grandchildren as "immediate family". Furthermore, consideration for attendance at funerals for other than immediate family may be granted upon recommendation by the Department Head and approval of Administration.

B. ADDITIONAL LEAVE BY RESOLUTION OF COUNCIL.

1. Where a full-time Township employee has been injured in the line of duty, the Council may, upon the recommendation of the Mayor and within the applicable provisions of State statutes, pass a resolution giving the employee leave of absence with pay for a period in excess of allowable period set forth in Section 4-73(D)(3) of the Administrative Code. If a resolution is passed, then a contract shall be executed between the employee and the Township, setting forth that the employee shall reimburse the Township from the moneys he might receive from worker's compensation payment or from possible legal settlement with the person or persons responsible for the injury.

2. During the period of occupational illness or accident where an employee receives compensation benefits under the Worker's Compensation Act and returns those cash benefits to the Township in exchange for his normal paycheck, that sick leave time charge

will be prorated for that portion which is not covered by the compensation benefits.

3. In other cases of special hardship involving a protracted illness or disability, the governing body may, at the request of the Business Administrator and with the approval of the Mayor, and within the applicable provisions of State statutes, pass a resolution giving the employee a leave of absence with pay for a period in excess of the allowable period set forth in Section 4-73(D)(2) of the Administrative Code.

C. LEAVE FOR ATTENDANCE AT UNION CONFERENCES OR CONVENTIONS

Leave will be granted with pay to Union delegates to attend Conventions and Conferences not to exceed twenty (20) man days in the aggregate, during the year of the biennial AFSCME conference and not to exceed fifteen (15) man days in interim years.

D. UNION BUSINESS

The Township will grant such time off as is necessary for Union business as required; however, it must have the approval of the Business Administrator, who shall not deny the request unless it interferes with the operation of the Township. This shall apply for the following Union officials:

1. President
2. Secretary
3. Negotiating Committee which shall be limited to three (3) members

4. Grievance Committee of five (5) members (only one (1) committee member shall represent each grievance).

ARTICLE XIII

LEAVE OF ABSENCE WITHOUT PAY

A. SPECIAL LEAVE

Military leave and leave for personal reasons shall be allowed as provided for in sub-section E of Section 4-73 of the Administrative Code.

B. UNION EMPLOYMENT

The Township agrees to grant one (1) year leave of absence without pay for any employee in connection with Union activity, the request for which may be extended by Agreement with the Township.

C. MATERNITY LEAVE.

Maternity Leave for pregnancy and confinement will be granted to employees. Such request must be accompanied by a written and signed physician's statement. Such leave will be granted for a period of six (6) months. The employee may exhaust all sick and vacation time in addition to such leave either before beginning the leave or at the end of the leave. Any salary raise or increment granted as a result of Union negotiations and becoming effective while an employee is on maternity leave shall be added to the employee's annual salary. This increase will only take effect upon the employee's return from such leave and will apply to services performed from that time forward.

ARTICLE XIV

RETURN FROM AUTHORIZED LEAVES

An employee returning from an authorized leave of absence as set forth herein shall be restored to his or her original classification at the appropriate rate of pay with no loss of seniority.

ARTICLE XV

SENIORITY, VACANCIES, LAYOFFS & RECALL

A. SENIORITY - DEFINITION

Seniority is defined as an employee's total length of service with the Township commencing with the employee's latest date of hire. Time spent by an employee on a paid leave of absence shall be included for purposes of the employee's seniority and service time. Time spent by an employee on an unpaid leave of absence does not count for purposes of the employee's seniority and service time.

B. LOSS OF SENIORITY

1. An employee shall lose his seniority for the following reasons:

- a. He quits;
- b. He is discharged and the discharge is not reversed;
- c. If he does not return to work when recalled from suspension as set forth in the recall procedure;
- d. If he does not return from sick leave or leave of absence;
- e. He retires;

f. He breaks service with the Township (as distinguished from a leave of absence).

2. An employee on an unpaid leave of absence who returns within one (1) year of the commencement of said approved leave of absence shall not lose any of the seniority earned prior to the commencement of such leave, but does not accrue any seniority while on the unpaid leave.

C. PREFERENCES

In the case of demotions, layoff, recall and vacation schedules employees with the greater amount of seniority shall be given preference, all other qualifications and conditions being equal.

D. PROBATIONARY PERIOD

New employees shall be subject to a three (3) month probationary period. Termination during the probationary period is not subject to the grievance procedure.

E. VACANCIES

1. In the event a vacancy occurs, a new position is created, or an opportunity for promotion to a higher title within the bargaining unit occurs, and provided that the Township determines that it will fill a vacancy, such position availability including grade, title and salary range shall be posted in all departments for a period of five (5) days.

2. If no employee covered by this Agreement applies for the position within five (5) work days, it shall be assumed that no

person within the negotiation unit desires such position and the offer may be withdrawn.

3. The Township shall establish reasonable job specifications for such vacancy, new position or promotion.

4. Should there be an interest among the employees in the negotiating unit, then such position shall be filled on the basis of qualifications with job specifications, except that where more than one employee applies for the position and they are both equally qualified, then seniority shall determine the selection. Where no employee applies for the position which meets the requirements and/or qualifications for the position, it may be filled from outside the organization by a qualified person. If a position is not filled within a ninety (90) day period, the job shall be reposted as a new position.

5. In accordance with the procedures hereinabove set forth, when an employee is appointed to another classification within the unit, he shall be required to undergo a probationary period of ninety (90) days.

6. If the employee is demoted during the probationary period described in the previous paragraph, he shall be restored to his former position and salary level and the matter of demotion shall not be subject to the grievance procedure.

7. a. In any case where an employee is promoted to a title with a higher compensation range, the salary for this employee will immediately be increased a minimum of \$500 over the rate received prior to such promotion, or the lowest level as indicated

on the current year's salary guide, whichever is greater. The aforementioned increase will be paid to the employee so long as the individual holds the new position. In the event the employee is subsequently demoted to a lower position, the increase will be removed.

b. The right, if any, to a promotion shall be subject to the grievance procedure but no back pay awards will be issued as a result of processing such a dispute.

8. When an employee is required to temporarily work in a lower title, he/she shall continue to earn the regular rate of pay of his/her regular title. No additional payment shall be made upon resuming duties of his regular title.

9. The Union will notify any employee of an open classification if this employee is on leave, sick, etc. and not aware of the new opening. The Personnel Department shall notify the Union by circular memo.

10. Employees temporarily assigned by their Department Head to any job opening shall be paid the rate established for the job if the employee serves in such job for ten (10) working days. Payment shall be retroactive to first day of said assignment after completion of the aforementioned ten (10) working days. Employees temporarily assigned to a job opening having a lower wage rate than their own shall not be subject to any wage reduction.

F. SENIORITY ROSTER

1. The Township shall maintain an accurate seniority roster showing each employee's date of hire and classification. Such

lists will be made available to the President of the Union upon request.

2. The Township shall promptly advise the Union of any changes which necessitate amendments to the seniority roster.

G. LAY OFF

1. DEFINITION - The term "lay-off" shall mean a reduction in working force.

2. Seniority shall prevail in case of lay-off as follows: Probationary employees will be laid off first; senior employees will be laid off according to seniority by job classification within respective Divisions and Departments. Senior man shall demote to next appropriate title by Division and Classification within his respective Department, if qualified.

3. Employees to be laid off for an indefinite period will have at least seven (7) calendar days notice of lay-off. The Union Secretary shall receive a list from the Township of the employees being laid off on the same date such notices are issued to the employees.

H. RECALL PROCEDURE

1. When the working force is increased after a lay-off, employees will be recalled according to seniority, provided they meet the requirements of the job. Such notice of recall shall be in the first instance by telephone, except that should no personal contact be made with such employee by telephone for whatever reason, then the employee shall be sent notice of such recall by Certified Mail at his last known address. If an employee is

recalled within six (6) months of his original lay-off date, he shall receive all previous benefits, including longevity.

2. If an employee fails to report for work within ten (10) days from the date of mailing of recall notice, and no personal contact has been successfully accomplished by telephone, then he shall be considered a quit.

3. If an employee fails to report as ordered on completion of a telephone notification, then he shall be considered a quit. The telephone order will be confirmed by certified mail.

4. Recall rights for an employee shall expire six (6) months from the date of lay-off. Written notice of expiration of recall rights shall be sent to the Union.

ARTICLE XVI

SETTLEMENT OF DISPUTES

GRIEVANCE PROCEDURE

A. General

1. The purpose of this procedure is to secure promptly, and at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment.

2. In the wording of this statement of procedures, the term "aggrieved" shall be taken to include all those employees covered by this Agreement.

3. Any employee shall have the right to present this grievance through the steps described in the following paragraphs

without restraint, interference, coercion, discrimination or reprisal.

4. If the Township does not answer a grievance or an appeal thereof within the specified time limits or any mutually agreed to extension, the grievant shall proceed to the next step of the procedure.

5. If, in the judgment of the Grievance Committee, a grievance affects a group of employees, the Grievance Committee may process and institute such a grievance through all steps of this grievance procedure, provided that group grievance shall not amend, modify or delete any provisions of this contract.

6. The term "working days" as used in this Article, shall not include Saturdays, Sundays, Holidays or the grieving party's sick days, vacation days, or scheduled time off.

7. Time limitations set forth in this Article may be waived by mutual agreement.

B. PROCEDURE

1. Definition

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of the Agreement, shall be settled in the following manner:

STEP ONE.

An employee who has a grievance may at the time that the grievance occurs or within twenty (20) calendar days of the occurrence of the grievance notify his immediate Division Head of the grievance.

Grievance not taken within the twenty (20) calendar days shall be conclusively deemed waived. The employee and the immediate Division Head shall attempt to resolve the grievance at the earliest mutually convenient time and place.

The employee has the right to the presence of the Steward during the attempt to resolve the grievance. In the absence of the Steward the employee shall have the right to the presence of a Union representative.

Immediate Division Heads and Stewards and their alternates will make decisions within the scope of their respective authority. A reply to a grievance at Step 1 may be oral and shall be given within two (2) working days of the receipt of the grievance. If no reply is received within that period, the grievance shall be deemed denied.

If a grievance is not settled, or is rejected, or is deemed denied by a failure of the immediate Division Head to reply at the Step 1 level, then the employee or the Union may within ten (10) working days proceed to Step 2. If the employee or the Union does not proceed to Step 2 within ten (10) working days, further grievance proceedings will be conclusively deemed waived.

STEP 2.

In the event that the grievance has not been resolved at Step 1, the employee or the Steward or a designated Union Grievance Representative shall present the grievance in writing to the Department Head within ten (10) working days.

Within four (4) working days a meeting will be held at a mutually convenient time and place between the Department Head, the employee and the Steward. In addition, the employee has the right to have the presence of another local representative at this meeting. A written decision will be given within four (4) working days.

If the grievance has not been resolved or if the Department Head has not responded at Step 2 within ten (10) working days, further grievance proceedings will be conclusively deemed waived.

STEP 3.

In the event that the grievance has not been resolved at Step 2, the employee or the Union shall present the grievance in writing to the Office of the Mayor or his designee within ten (10) working days of the failure to resolve the grievance. Within ten (10) working days a hearing will be held at a mutually convenient time and place between the Office of the Mayor or his designee, the Union Grievance Representative, and Staff Representative. Both parties may seek the advice of counsel to assist them in their decisions. A written reply shall be given to the Union within ten (10) working days of the hearing. Both parties may have testimony given by appropriate persons including the aggrieved employee.

STEP 4.

In the event a grievance has not been resolved at Step 3, the Union, but not the employee, may within thirty (30) days submit the grievance to arbitration. Failure to so submit the grievance shall be deemed a conclusive waiver of the right to arbitration. An

arbitrator shall be selected pursuant to the Rules and Regulations of the Public Employment Relations Commission.

1. The arbitrator shall conduct a hearing and render his decision in writing with Findings of Fact and Conclusions.

2. The arbitrator shall not add to, subtract from, modify or amend in any way this Agreement and he shall be limited to consideration of only the terms expressed therein.

3. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.

4. The decision of the arbitrator shall be final and binding on the parties, subject to the legal rights which the parties have under law.

5. The cost of the arbitrator shall be borne equally by the Union, the Township and all other expenses incurred by either side, including the presentation of witnesses, will be borne by the side incurring same. However, upon timely request, the Township will make available for an arbitration hearing employees of the Township which the Union requests as witness(es) on its behalf. The Township shall make such employees available with the least disruption to the work of the Township and shall pay such individuals their regular straight time rate of pay during their regular working hours for such appearance.

C. MATTERS RELEVANT TO THE GRIEVANCE PROCEDURE

1. The Township will give written notification to the Union of grievance hearings or meetings beginning with Step 2 for all employees in the bargaining unit.

2. The Union and the Township reserve the right to have non-employee Union Representatives at all steps of the grievance procedure, except Step 1.

3. a. To the extent necessary, Grievance Committee members (limited to the appropriate Steward and the President or his/her designee) may, upon obtaining approval from his supervisor, investigate grievances during working hours without loss of pay, provided that such investigation of an already formalized grievance shall not exceed two (2) hours. Approval for investigation time shall not be unreasonably denied.

b. A formalized grievance is defined as one which has been initiated at any step of the grievance procedure. A Grievance Committee member who is investigating an already formalized grievance at any step shall notify the supervisor in the work area where the grievance allegedly occurred of his intention to investigate a grievance and shall request the permission of the supervisor to proceed. Approval of the request will not be unreasonably denied.

D. GRIEVANCE COMMITTEE AND STEWARDS

1. The names of Officers and Stewards of the Local Union who may represent the employees shall be certified in writing to the Township by the Local Union. Individuals so certified shall constitute the Union Grievance Committee.

2. The Officers of the Union and Representatives of the Grievance Committee shall, when situations warrant, be free to bring to the immediate attention of the Mayor any conditions which

may be a threat to the normal operating conditions of the Township, if he so finds and so rules, some other arrangements shall be agreed to.

3. Representatives of the Union who are not employees of the Township will be permitted to visit with the employees during working hours at their work stations for the purpose of discussing Union representation matters as long as the Township's work does not suffer any undue delay in the opinion of the Administration, who shall be reasonable. Such representatives shall also be recognized by the Township as authorized spokesmen for the Union in meetings between the parties regarding employee representation matters.

4. A member of the Grievance Committee must be present at all grievance hearings.

ARTICLE XVII

DISCIPLINE AND DISCHARGE

A. The procedure for taking disciplinary action or measures against any employee covered by this Agreement shall be as set forth in the following Sections.

B. Disciplinary action or measures shall only include oral reprimand, written reprimand, suspension and discharge.

C. Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee. Where the employer seeks the imposition of a suspension without pay, or dismissal from service, notice of such discipline shall be made, in writing, and served upon the employee. Discipline shall only

be imposed for just cause. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The written notice shall be served upon the employee at the time the discipline is imposed and shall contain a full description of the specified acts and conduct, including reference to dates, times and places, when relevant. The Union shall be notified in writing of such action within twenty-four (24) hours.

D. An employee shall not be disciplined for acts which occurred more than ninety (90) days prior to the imposition of the charges, or more than ninety (90) days after the Township learns of a punishable act, or identifies the responsible person. A grievance filed as a result of suspension or termination may be initiated at the third step of the grievance procedure.

ARTICLE XVIII

SAFETY AND HEALTH

A. TOWNSHIP RESPONSIBILITY

1. The Township shall at all times endeavor to maintain safe and healthful working conditions and provide employees with tools or devices to promote the safety and health of said employees.

2. An employee has a reasonable right to refuse to perform work which the employee believes with reasonable justification will present a safety and health hazard to such employee. The employee's refusal is at his own peril and may, if not justified, subject the employee to discipline, including discharge.

B. SAFETY COMMITTEE

The Township and the Union shall designate a Safety Committee Member.

C. COMMITTEE RESPONSIBILITY

It shall be their joint responsibility to investigate and recommend a correction of unsafe and unhealthy conditions. They shall meet periodically, as necessary, to review conditions.

D. USE OF SAFETY EQUIPMENT

Any employee failing to use the safety equipment provided will be subject to disciplinary action including discharge.

E. PROTECTIVE CLOTHING

1. All field personnel covered under this Agreement shall have protective coveralls furnished to them by the Township.

2. Nurses will be entitled to four (4) uniforms - two summer and two winter - and one (1) pair of shoes.

3. Gas mileage for nurses will be as per IRS.

4. All inspectors will be provided with winter jackets.

ARTICLE XIX

EQUAL TREATMENT

The Township and the Union agree that there shall be no discrimination for reasons of sex, nationality, race, religion, age or marital status, political affiliation, or Union membership or non-membership or Union activity or non-activity.

ARTICLE XX

EDUCATION

Educational expenses limited to the course fees and registration fees will be reimbursed by the Township if courses taken directly relate to the individual's position. Reimbursement shall be made upon satisfactory completion of said course, which must have prior approval of the Business Administrator.

ARTICLE XXI

BULLETIN BOARDS

Bulletin Boards will be made available by the Township for the use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature.

ARTICLE XXII

MEETINGS

A. BETWEEN THE TOWNSHIP AND UNION

It is agreed that the representative of the Township and the representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concerning matters which are not necessarily a grievance as such. The purpose of the meeting shall be noted in writing prior to the meeting and mailed or delivered by hand to all interested parties.

1. Union

Township agrees to permit the Union the use of Council Chambers or Health Center Meeting Room for the purpose of holding the Union's meetings after working hours when no conflicts with previously scheduled meetings exist.

2. Union Board of Directors Meeting

Township agrees to permit the Union the use of the Health Center Meeting Room for the purpose of meetings to be held by the Board of Directors, said meeting to be held during lunch hours or after normal working hours, providing no conflict with previously scheduled meetings exists.

ARTICLE XXIII

JOB DESCRIPTIONS

A. In the event that the Township establishes a new bargaining unit job title or changes the duties as described in the generic job description of an existing job title, the Union will be notified, in writing of the new job title. Such notice will be provided prior to implementation date of the new title, except in case of an emergency. The notice shall contain the new job description and/or the changed generic job description, and the proposed grade range.

B. If requested by the Union within fifteen (15) days of said notification, the Township and the Union shall negotiate the grade range assigned subject to the Public Employment Relations Commission rules and law governing negotiations.

C. Should the parties fail to agree on an appropriate salary range for the new or changed job prior to implementation of the title, the Township retains the right to set the initial grade range while continuing negotiations on the subject.

D. In the event the parties disagree as to whether a new or changed job should be placed in the bargaining unit, the parties

retain their rights to pursue settlement of the dispute through procedures established by PERC, or through the contractual grievance procedure, as appropriate.

ARTICLE XXIV

SEVERABILITY

A. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

B. Therefore, the Township and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement.

C. Should any provisions of this Agreement be held illegal and unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that part declared illegal and unenforceable had never been incorporated in this Agreement, and in such form the remainder of the Agreement shall continue to be binding upon the parties hereto.

ARTICLE XXV

FULLY BARGAINED PROVISIONS

A. 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 of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXVI

DURATION

This Agreement shall be effective as of the 1st day of January 1990 and shall remain in full force and effect through the 31st day of December, 1992.

ARTICLE XXVII

CONTRACT

The Township agrees to furnish to the Union twenty-five (25) copies of the within contract, duly executed.

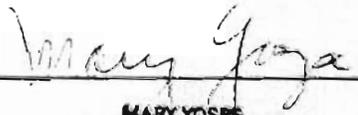
It is understood and agreed that all matters included in the existing contract and not specifically discussed during negotiations shall continue in any new contract that is negotiated and agreed to.

- (b) This person is the attesting witness to the signing of this document by the proper corporate officer who is NEWTON E. MILLER the MAYOR of the corporation;
- (c) This document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Municipal Council;
- (d) This person knows the proper seal of the corporation which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.



 JOHN R. O'BRIEN

Sworn to and Subscribed
 before me the date aforesaid



MARY YOSPE
 NOTARY PUBLIC OF NEW JERSEY
 MY COMMISSION EXPIRES NOV. 28, 1993
 STATE OF NEW JERSEY)
 COUNTY OF Passaic) SS:

I CERTIFY that on May 2, 1991
 personally came before me and this person acknowledged under oath,
 to my satisfaction, that:

- (a) This person is the Secretary
President of LOCAL NO 2192,
 COUNCIL NO. 52, AFL-CIO, the corporation named in the
 attached document;

- (b) This person is the attesting witness to the signing of this document by the proper corporate who is *Chloet Witkowski*, President of the corporation;
- (c) This document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) This person knows the proper seal of the corporation which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

Amelia A. Shewchuk
Secretary

Sworn to and Subscribed
before me the date aforesaid.

Mary Yospe
MARY YOSPE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 28, 1993

TOWNSHIP OF WAYNE
WHITE COLLAR CONTRACT

SCHEDULE A

	<u>1989</u>		<u>1990</u>		<u>1991</u>		<u>1/1/92</u>		<u>7/1/92</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Grade 1	11,000	17,334	11,770	18,547	12,476	19,660	12,975	20,446	13,235	20,855
Grade 2	12,000	18,986	12,840	20,315	13,610	21,534	14,154	22,395	14,437	22,843
Grade 3	13,000	21,390	13,910	22,887	14,745	24,260	15,335	25,230	15,642	25,735
Grade 4	14,000	24,371	14,980	26,077	15,879	27,642	16,514	28,748	16,844	29,323
Grade 5	15,000	26,290	16,050	28,130	17,013	29,818	17,694	31,011	18,048	31,631
Grade 6	17,000	29,976	18,190	32,074	19,281	33,998	20,052	35,358	20,453	36,065
Grade 7	18,000	32,703	19,260	34,992	20,416	37,092	21,233	38,576	21,658	39,348

4/29/91

17

TOWNSHIP OF WAYNE

WHITE COLLAR CONTRACT
TITLES & GRADES
SCHEDULE B

Grade 1

Clerk
Switchboard/Receptionist
Typist

Grade 2

Clerk/Typist
Office Machine Operator

Grade 3

Assistant Animal Control Officer
Custodian
Receptionist/Typist
Revenue Collector
Senior Clerk/Typist
Violations Clerk

Grade 4

Assistant Deputy Court Clerk
Assistant Deputy Town Clerk
Bookkeeper
Custodian/Maintenance
Keypunch Operator/Verifier
Secretary
Senior Revenue Collector

Grade 5

Animal Control Officer
Building Maintenance
Equipment Maintenance Clerk
Park Ranger
Planning Coordinator
Secretary II
Senior Citizen Bus Driver

Grade 6

Administrative Clerk
Administrative Secretary
Assessing Field Representative
Computer Operator
Deputy Court Clerk
Dispatcher
Legal Secretary
Personnel Coordinator
Principal Assessing Officer
Printer
Public Health Nurse
Senior Building Maintenance
Senior Park Ranger
Wastewater Analyst/Technician

Grade 7

Accountant
Assistant Assessor
Assistant Zoning Officer
Building Inspector
Deputy Township Clerk
Deputy Treasurer
Engineering Inspector
Fire Inspector
Pollution Operator
Principal Engineering Draftsman
Purchasing Coordinator
Sanitarian
Senior Equipment Maintenance Clerk
Senior Public Health Nurse
Senior Wastewater Analyst/Technician
Specifications Writer

6/18/91

ADDENDUM TO AGREEMENT
DATED 1990 - 1991 - 1992
BETWEEN TOWNSHIP OF WAYNE
AND
WHITE COLLAR BARGAINING UNIT
AFSCME Council 52, Local 2192
ARTICLE VI A
Salaries and Wage Schedule

The parties agree, as a matter of equity, to adjust the annual salary of Cindy Simmons, an employee in the White Collar Bargaining Unit from \$13,639 to \$14,291 in the title of Clerk Typist Grade 2.

This adjustment is not to be considered a modification of any other salary provision of the agreement nor is it to be considered as a binding precedent. It is the intent of the parties to adjust this employee's salary to a rate which is comparable to the rate being paid to other employees in Clerk Typist Grade 2 who are similarly situated in terms of seniority, experience and responsibility.

For the Union:

For the Township:

Daniel M. Withers 6/18/91
Name Date

Richard Cucco for
Name Mayor Date 6/18/91
N.E. Miller

Robert J. Pizzuto 6/18/91
Name Date