

3-0124

THIS BOOK DOES
CIRCULATE

AGREEMENT

Between

TOWNSHIP OF LAWRENCE

and

Local 2476, Council #73, American Federation of State, County,
and Municipal Employees, AFL-CIO

PREAMBLE:

This Agreement entered into by the Township of Lawrence hereinafter referred to as the Employer, and Local 2476, Council #73, 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.



RECOGNITION

The employer recognizes the Union as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed under Appendix A attached hereto, and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include.

MANAGEMENT

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. None of the rules and regulations so formulated or changed from time to time shall be inconsistent with this agreement. All such rules and regulations shall be observed by the employees.

DUES DEDUCTION

Upon receipt of a 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) 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 to the exact amount of such regular membership dues to be deducted. This authorization shall remain in effect during the life of this Agreement.

WORK SCHEDULES

The normal work week shall consist of five (5) consecutive days Monday through Friday inclusive. The regular starting time of work will not be changed unless first discussed with the Union.

WAGE SCHEDULE

	<u>6 Months Starting</u>	<u>1973</u>	<u>1974</u>
Bldg. Main. Man	\$3.00	\$3.42	\$3.54
Equipment Operator	-	4.02	4.14
Heavy Equip. Oper.	-	4.17	4.29
Laborer	3.00	3.42	3.54
Mechanic	-	4.52	4.64
Recreation Main. Man	3.25	3.72	3.84
Sr. Recreat. Main. Man	-	3.84	3.96
Truck Driver	-	3.80	3.92

It is understood that the above wage schedule shall be placed in effect in two stages. In 1973, public works employees shall receive a wage mid-way between their 1972 wages and the 1974 scheduled rate for their position. On January 1, 1974, they will be upgraded to the above listed 1974 rate for their position.

OVERTIME

4.1 Time and one-half the employee's regular rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

- (a) Daily - All work performed in excess of eight (8) hours in any work day;
- (b) Weekly - All work performed in excess of forty (40) hours;
- (c) All work performed on the sixth work day as such of any work week;
- (d) All work performed on a holiday plus the regular day's pay.

4.2 Double time the employee's regular rate of pay shall be paid for work under the following conditions:

- (a) All work performed on the seventh work day as such of any work week;
- (b) All work performed in excess of sixteen (16) hours in any twenty-four hour period.

4.3 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.

OVERTIME

4.4 Provisions of meals for employees working overtime through a regularly scheduled meal time with the stipulation that the employee has worked four (4) hours overtime, or if the employee is called in on an emergency basis before his starting time and works through the regular breakfast hour.

CALL-IN-TIME

Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time and one half for such work and be guaranteed not less than four (4) hours' pay at the overtime rate, regardless of the number of hours actually worked. With the approval of his supervisor, the employee shall have the option as to whether he shall remain on the job in excess of that time actually needed to complete the work for which he was called in, provided, however, that should he elect not to stay on the job, he shall not be entitled to successive guarantee should he be recalled within that same four (4) hour period.

INSURANCE & RETIREMENT BENEFITS

7.1 The Township agrees to provide hospital and medical insurance at least equal to its present program to the employees and their families.

7.2 The Township agrees to provide retirement benefits in accord with applicable New Jersey statutes.

PAID LEAVES OF ABSENCE

8.1 In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law or any other relative living in the household of the employee, said employee shall be excused for a period not to exceed three (3) consecutive days for bereavement purposes, including viewing, commencing the day after date of death. The employee will be paid his regular hourly rate for any such days of excused absence which occur during his normal work week, but in no event more than eight (8) hours' pay for any one day.

8.2 Any employee who is disabled because of occupational injury or disease, shall be granted a leave of absence with full pay. Any amount of salary or wages paid or payable to such an employee for disability leave, shall be reduced by the amount of Workmen's Compensation paid under the New Jersey Workmen's Compensation Act, for temporary disability. Such leave shall be limited to a maximum of six (6) months from the date of injury or illness, or until temporary disability compensation payments terminate, whichever is sooner.

8.3 Employees returning from authorized leave of absence as set forth above, will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

PAID LEAVE OF ABSENCE

8.4 All permanent full-time temporary or full-time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

- (a) Sick leave may be utilized by employees when they are unable to perform their work by reason or 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 members of the immediate family who is seriously ill.

8.5 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 any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

8.6 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.

8.7 (1) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

PAID LEAVES OF ABSENCE

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

8.8 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 employees. The time allocated for paid attendance at such conventions shall not exceed ten days.

NON-PAID LEAVES OF ABSENCE

11.1 The Township will grant leaves of absences to two employees, not more than one from any division, to accept full-time Union employment. Sixty (60) days' notice shall be given to the Township by any employee requesting such leave.

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

11.3 Employees returning from authorized leaves of absence as set forth above will be restored to their original classification 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

- A. Seniority is defined as an employee's total length of service with the Township beginning with his date of hire.
- B. 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 testing procedure as promulgated by Civil Service.
- C. 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.
- D. The Township shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

HOLIDAYS

13.1 The following days are recognized paid holidays whether or not worked:

New Years Day	Columbus Day
Washington's Birthday	General Election Day
Lincoln's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July Fourth	Christmas Day
Labor Day	

13.2 In the event holidays enumerated in 13.1 above fall on a weekend, each employee shall be entitled to a compensatory day off to be scheduled by the Township Manager within six (6) weeks of the holiday, except that if Christmas and New Years Day fall on a Saturday, then the preceding Friday shall be observed as a holiday and if they fall on a Sunday, the following Monday shall be observed as the holiday; Holidays which fall within an employee's vacation period shall be celebrated at the employee's option unless the Township determines that it cannot be taken because of pressure of work.

13.3 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 work day before and after the holiday, unless such absence is authorized.

EQUAL TREATMENT

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

WORK RULES

15.1 The employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

VACATION LEAVE

A. All employees covered by this agreement shall be granted paid vacations as follows:

Appointment to December 31st of the year of appointment	1 day per month
One to Ten years	12 work days
Ten to Twenty years	15 work days
Over Twenty years	20 work days

B. If an employee is called back to work while on vacation, he shall be paid double-time per day and shall not lose vacation day or days.

C. Any unused vacation may be carried forward into the next succeeding year only.

D. 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.

E. 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.

F. 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.

EQUAL PAY FOR EQUAL WORK

Any employee who performs work in a higher pay classification than his own for at least four (4) hours in any work day, shall receive the higher rate of pay for such work for the time that it is performed and his salary shall be adjusted to the minimum of the new range or to the increment of the new range that is equivalent to the one held in the old range, and in no instance would an employee receive less than his present range.

CLASSIFICATIONS AND JOB DESCRIPTIONS

18.1 The classifications for employees covered by this Agreement are attached hereto as Appendix A and by reference are made part of this Agreement.

18.2 If during the term of this Agreement the Township determines that new job descriptions and/or classifications 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 will be referred to the grievance procedure.

GRIEVANCE PROCEDURE

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.

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

Step 1.

The aggrieved employee and/or steward, or both, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days after the occurrence of the event or knowledge thereof out of which the grievance arises. The immediate Supervisor shall then attempt to adjust the matter and shall respond to the employee and steward within three (3) working days.

Step 2.

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

Step 3.

If the grievance still remains unadjusted, it shall be presented by the President, or Union Representative to the Township Manager in writing within seven (7) days after the response of the Department Head is due. The Township Manager shall meet with

GRIEVANCE PROCEDURE

all parties involved within five (5) days and shall render a decision in writing within two (2) days following such meeting.

Step 4.

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

3. The following procedure will be used to secure the services of an arbitrator:

(A). A Representative of the Employer and a Representative of the Union will attempt to select a mutually satisfactory arbitrator.

(B). If they are unable to do so within ten (10) days after the Township Manager was notified of the Union's decision to go to arbitration, a request will be made to the New Jersey Public Employment Relations Commission or to the American Arbitration Association.

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 to arbitration under the provisions of this article.

5. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union.

GRIEVANCE PROCEDURE

6. The Union will notify the Employer 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 Employer 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 unreasonably be denied.

A.F.S.C.M.E. - LOCAL 2476

Jack Merkel

Gregory C. Smith

Morris W. Fisher

Joseph Longo

TOWNSHIP OF LAWRENCE

Barry R. Evans
Barry R. Evans, Municipal
Manager

Dated: March 7, 1973

