

TOWNSHIP OF LAWRENCE
COUNTY OF MERCER

THIS BOOK DOES
NOT CIRCULATE

AN ORDINANCE TO AMEND AND SUPPLEMENT AN ORDINANCE ENTITLED 'AN ORDINANCE AUTHORIZING CERTAIN OFFICES, POSITIONS AND JOB CLASSIFICATIONS AND PROVIDING FOR COMPENSATION OF THE MUNICIPAL EMPLOYEES IN THE TOWNSHIP OF LAWRENCE IN THE COUNTY OF MERCER AND THE STATE OF NEW JERSEY' ADOPTED AS ORDINANCE NO. 750 ON FEBRUARY 4, 1976, AS PREVIOUSLY AMENDED BY ORDINANCE NO. 763.

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF LAWRENCE, COUNTY OF MERCER, STATE OF NEW JERSEY THAT:

(1) SECTION IX ENTITLED 'VACATIONS' SHALL BE AMENDED AND SUPPLEMENTED AS FOLLOWS:

ALL FULL TIME REGULAR EMPLOYEES, PART TIME REGULAR AND FULL TIME HOURLY EMPLOYEES EXCEPT THOSE EMPLOYEES COVERED UNDER THE ATSCME AGREEMENT DATED JANUARY 21, 1976 SHALL BE ENTITLED TO PAID VACATION LEAVE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

- A. FROM DATE OF APPOINTMENT TO DECEMBER 31 OF THE YEAR OF APPOINTMENT 1 WORKING DAY PER MONTH
- B. FOR EACH SUCCEEDING YEAR UP TO AND INCLUDING THE FIFTH (5TH) YEAR OF EMPLOYMENT 12 WORKING DAYS PER CALENDAR YEAR
- C. FROM THE CONCLUSION OF THE FIFTH (5TH) YEAR UP TO AND INCLUDING THE CONCLUSION OF THE TWELFTH (12TH) YEAR OF EMPLOYMENT 15 WORKING DAYS PER CALENDAR YEAR
- D. FROM THE CONCLUSION OF THE TWELFTH (12TH) YEAR UP TO AND INCLUDING THE CONCLUSION OF THE TWENTIETH (20TH) YEAR OF EMPLOYMENT 20 WORKING DAYS PER CALENDAR YEAR
- E. FROM THE CONCLUSION OF THE TWENTIETH (20TH) YEAR OF EMPLOYMENT AND THEREAFTER 25 WORKING DAYS PER CALENDAR YEAR

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THOSE EMPLOYEES COVERED BY THE AISCHE AGREEMENT SHALL BE ENTITLED TO PAID VACATION LEAVE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

FROM DATE OF APPOINTMENT TO DECEMBER 31ST OF THE YEAR OF APPOINTMENT	1 DAY PER MONTH
FOR EACH SUCCEEDING YEAR UP TO AND INCLUDING THE FIFTY (5TH) YEAR OF EMPLOYMENT	12 WORK DAYS PER CALENDAR YEAR
FROM THE SIXTH (6TH) THROUGH AND INCLUDING THE TENTH (10TH) YEAR OF EMPLOYMENT	15 WORK DAYS PER CALENDAR YEAR
FROM THE ELEVENTH (11TH) THROUGH AND INCLUDING THE FIFTEENTH (15TH) YEAR OF EMPLOYMENT	20 WORK DAYS PER CALENDAR YEAR
SIXTEEN (16) YEARS OF EMPLOYMENT AND OVER	25 WORK DAYS PER CALENDAR YEAR

FOLLOWS:
(2) SECTION XIV, SUBSECTIONS F AND G SHALL BE AMENDED AS

- F. A DRUG PRESCRIPTION PROGRAM FOR EACH EMPLOYEE AND HIS FAMILY TO BECOME EFFECTIVE JULY 1, 1977.
- G. EACH FULL TIME REGULAR EMPLOYEE SHALL BE ENTITLED TO THREE DAYS TO THREE (3) DAYS WITH PAY EACH CALENDAR YEAR FOR PERSONAL LEAVE WITH THE PRIOR PERMISSION OF THE DEPARTMENT HEAD CONCERNED. THE MUNICIPAL MANAGER SHALL PROMULGATE, AND CIRCULATE PROCEDURAL REGULATIONS FOR TAKING SUCH PERSONAL LEAVE. THOSE EMPLOYEES COVERED UNDER THE PBA AGREEMENT SHALL BE COMPENSATED FOR THOSE DAYS NOT UTILIZED AT THE END OF 1977 AT STRAIGHT-TIME PAY.

(3) VALIDITY AND SEVERABILITY

IF ANY PROVISION OF THIS ORDINANCE SHALL BE ADJUDGED INVALID, SUCH ADJUDICATION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PROVISIONS WHICH SHALL BE DEEMED SEVERABLE THEREFROM.

(7) EFFECTIVE DATE

A. THIS ORDINANCE SHALL BECOME EFFECTIVE UPON FINAL ADOPTION AFTER PUBLICATION ACCORDING TO LAW.

B. ALL SALARY OR COMPENSATION PROVIDED FOR AND BY THIS ORDINANCE SHALL BE PAYABLE FROM AND AFTER THE FIRST DAY OF JANUARY, 1977 OR AS OTHERWISE PROVIDED.

AGREEMENT

BETWEEN THE TOWNSHIP OF LAWRENCE AND LOCAL 2476,
COUNCIL, #73 AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO.

PREAMBLE

THIS AGREEMENT MADE AND ENTERED INTO ON THIS 21st
DAY OF JANUARY, 1976, BY AND BETWEEN THE TOWNSHIP
OF LAWRENCE, IN THE COUNTY OF MERCER, A MUNICIPAL CORPORATION
IN THE STATE OF NEW JERSEY, (HEREINAFTER REFERRED TO AS THE
'TOWNSHIP'), AND LOCAL 2476, COUNCIL #73 AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (HEREINAFTER
REFERRED TO AS THE 'UNION'), REPRESENTS THE COMPLETE AND FINAL
UNDERSTANDING ON ALL BARGAINABLE ISSUES BETWEEN THE TOWNSHIP
AND THE UNION AND IS DESIGNED TO MAINTAIN AND PROMOTE A
HARMONIOUS RELATIONSHIP BETWEEN THE TOWNSHIP AND SUCH OF ITS
EMPLOYEES WHO ARE COVERED BY SECTION I, RECOGNITION, IN ORDER
THAT MORE EFFICIENT AND PROGRESSIVE PUBLIC SERVICE MAY BE
RENDERED.

SECTION 1. RECOGNITION

THE TOWNSHIP RECOGNIZES THE UNION AS THE BARGAINING AGENT FOR THE PURPOSE OF COLLECTIVE NEGOTIATIONS OF ALL EMPLOYEES WHOSE TITLES ARE SET FORTH IN SECTION 5.2 HEREAFTER, BUT EXCLUDING MANAGERIAL EXECUTIVES, CONFIDENTIAL EMPLOYEES, AND ALL OTHER SUPERVISORY EMPLOYEES WITHIN THE MEANING OF THE NEW JERSEY PUBLIC EMPLOYER-EMPLOYEE RELATIONS ACT, AND ALL OTHER EMPLOYEES OF THE TOWNSHIP OF LAWRENCE.

SECTION 2. MANAGEMENT RIGHTS

IT IS RECOGNIZED THAT THERE ARE CERTAIN FUNCTIONS, RESPONSIBILITIES AND RIGHTS EXCLUSIVELY RESERVED TO THE PUBLIC EMPLOYER, AMONG WHICH ARE THE DIRECTION AND OPERATION OF THE PUBLIC WORKS DEPARTMENT, THE TYPES OF WORK TO BE PERFORMED, THE WORK ASSIGNMENTS OF EMPLOYEES, THE MACHINERY, TOOLS AND EQUIPMENT TO BE USED, SHIFT SCHEDULES, HOURS OF WORK, THE MAKING AND ENFORCING OF RULES AND REGULATIONS FOR DISCIPLINE AND SAFETY OF ITS EMPLOYEES. ALL SUCH RULES AND REGULATIONS SHALL BE OBSERVED BY THE EMPLOYEES. PROPOSED NEW RULES OR MODIFICATIONS OF EXISTING RULES GOVERNING WORKING CONDITIONS SHALL BE NEGOTIATED WITH THE MAJORITY REPRESENTATIVE BEFORE THEY ARE ESTABLISHED.

SECTION 3. 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 (10TH) DAY OF THE SUCCEEDING MONTH TO THE OFFICIAL DESIGNATED BY THE UNION IN WRITING TO RECEIVE SUCH DEDUCTIONS. THE UNION WILL NOTIFY THE TOWNSHIP IN WRITING OF THE EXACT AMOUNT OF SUCH REGULAR MEMBERSHIP DUES TO BE DEDUCTED. THIS AUTHORIZATION SHALL REMAIN IN EFFECT DURING THE LIFE OF THIS AGREEMENT. THE UNION SHALL INDEMNIFY, DEFEND AND SAVE THE TOWNSHIP HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS OR OTHER FORMS OF LIABILITY THAT SHALL RISE OUT OF RELIANCE UPON DUES DEDUCTION AUTHORIZATION FORMS SUBMITTED.

SECTION 4. HOURS AND OVERTIME

4.1 THE NORMAL WORK WEEK SHALL CONSIST OF FIVE (5) CONSECUTIVE DAYS OF EIGHT (8) HOURS PER DAY, MONDAY THROUGH FRIDAY, INCLUSIVE, FOR A TOTAL OF FORTY (40) HOURS PER WEEK.

4.2 TIME AND ONE-HALF (1 1/2) THE EMPLOYEES' REGULAR RATE OF PAY SHALL BE PAID FOR WORK UNDER ANY OF THE FOLLOWING CONDITIONS:

A. DAILY - ALL WORK PERFORMED IN EXCESS OF EIGHT (8) HOURS IN ANY WORK DAY; OR

B. WEEKLY - ALL WORK PERFORMED IN EXCESS OF FORTY (40) HOURS; OR

C. ALL WORK PERFORMED ON THE SIXTH (6TH) WORK DAY AS SUCH OF ANY WORK WEEK; OR

D. ALL WORK PERFORMED ON A HOLIDAY PLUS THE REGULAR PAY FOR THE HOLIDAY. THERE SHALL BE NO PYRAMIDING OF OVERTIME COMPENSATION.

4.3 DOUBLE TIME THE EMPLOYEES' REGULAR RATE OF PAY SHALL BE PAID FOR WORK UNDER THE FOLLOWING CONDITIONS:

A. ALL WORK PERFORMED ON THE SEVENTH (7TH) WORK DAY AS SUCH OF ANY WORK WEEK; OR

B. ALL WORK PERFORMED IN EXCESS OF SIXTEEN (16) HOURS IN ANY TWENTY FOUR (24) HOUR PERIOD.

4.4 OVERTIME OPPORTUNITIES WILL BE DISTRIBUTED AS EQUALLY AS POSSIBLE AMONG EMPLOYEES IN THE SAME JOB CLASSIFICATION AND DEPARTMENT. IT IS UNDERSTOOD THAT NOTHING IN THIS CLAUSE SHALL REQUIRE PAYMENT FOR OVERTIME HOURS NOT WORKED.

4.5 THE EMPLOYER SHALL PROVIDE MEALS FOR EMPLOYEES WORKING OVERTIME THROUGH A REGULARLY SCHEDULED MEAL TIME ON CONDITION 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 HOURS.

4.6 ANY EMPLOYEE WHO IS REQUIRED TO REPORT TO WORK DURING PERIODS OTHER THAN HIS REGULARLY SCHEDULED SHIFTS SHALL BE PAID AT THE RATE OF TIME AND ONE-HALF (1-1/2) HIS REGULAR RATE OF PAY FOR SUCH HOURS WORKED AND BE GUARANTEED NOT LESS THAN FOUR (4) HOURS' PAY AT THE OVERTIME RATE UNLESS IT IS CONTIGUOUS TO THE NORMAL WORK DAY. IF SAID HOURS WORKED ARE CONTIGUOUS TO THE NORMAL WORK DAY, THEN PAY AT THE OVERTIME RATE WILL BE GRANTED ONLY FOR THE ACTUAL HOURS WORKED IN ADDITION TO THE REGULAR WORK DAY. IN ALL OTHER INSTANCES, SUBJECT TO THE APPROVAL OF THE SUPERVISOR, AN EMPLOYEE SHALL HAVE THE OPTION WHETHER HE SHALL REMAIN ON THE JOB IN EXCESS OF THAT TIME ACTUALLY NEEDED TO COMPLETE THE WORK FOR WHICH HE WAS RE-CALLED PROVIDED, HOWEVER, THAT HE SHALL NOT BE ENTITLED TO SUCCESSIVE MINIMUM FOUR (4) HOUR GUARANTEES SHOULD HE BE RECALLED WITHIN THAT SAME FOUR (4) HOUR PERIOD, IN THE EVENT THE EMPLOYEE IS ALLOWED OFF DUTY PRIOR TO THE COMPLETION OF FOUR (4) HOURS OF WORK.

SECTION 5. WAGE SCHEDULE

5.1 EFFECTIVE JANUARY 1, 1976 ALL EMPLOYEES COVERED BY THIS AGREEMENT SHALL RECEIVE AN INCREASE OF \$765.00 PER EMPLOYEE OVER BASE SALARY DURING PRECEDING CALENDAR YEAR OR DECEMBER 31, 1975.

5.2 EFFECTIVE JANUARY 1, 1977 ALL EMPLOYEES COVERED BY THIS AGREEMENT SHALL RECEIVE AN INCREASE OF \$765.00 PER EMPLOYEE OVER BASE SALARY DURING PRECEDING CALENDAR YEAR OR DECEMBER 31, 1976.

5.3 THE FOLLOWING SCHEDULE REPRESENTS THE MINIMUM AND MAXIMUM SALARIES FOR ALL CIVIL SERVICE CLASSIFICATION WITH THIS UNIT IN ACCORDANCE WITH THE SALARY PLAN AND INCREMENT SYSTEM, AND SHALL NOT EXCEED ONE INCREMENTAL STEP PER CALENDAR YEAR AS PRESCRIBED BY ORDINANCE.

	<u>MINIMUM</u>	<u>MAXIMUM</u>
BUILDING MAINT. WORKER	6,900	9,917
EQUIPMENT OPERATOR	8,806	12,234
HEAVY EQUIPMENT OPERATOR	9,708	13,331
LABORER	7,245	10,336
MECHANIC	9,246	12,769
RECREATION MAINT. WORKER	7,607	10,776
SR. RECREATION MAINT. WORKER	8,387	11,724
TRUCK DRIVER	7,988	11,238
SR. BLDG. MAINT. WORKER	8,387	11,724

5.4 NEW EMPLOYEES SHALL BE EMPLOYED AT THE MINIMUM SALARY UNLESS THE MUNICIPAL MANAGER DETERMINES THAT THE NEEDS OF THE SERVICE OR EMPLOYEE EXPERIENCE WARRANTS A HIGHER COMPENSATION.

5.5 ON OR ABOUT JANUARY 1, 1976, EVERY EMPLOYEE'S EMPLOYMENT RECORD SHALL BE REVIEWED AND A PERFORMANCE REPORT FILED IN ACCORDANCE WITH ADMINISTRATIVE DIRECTIVE #16, ISSUED NOVEMBER 18, 1974, AS AMENDED, AND SHALL BE COMPLETED BY HIS SUPERVISOR AND APPROVED BY THE DEPARTMENT HEAD. IF THE EMPLOYEE HAS MAINTAINED A VERY GOOD LEVEL OF PERFORMANCE (4.5 OR BETTER) THROUGHOUT THE PRECEDING SIX (6) MONTHS, THE TOWNSHIP WILL CONSIDER MERIT INCREASES, PROVIDED FUNDS ARE AVAILABLE AND PROVIDED THE MUNICIPAL MANAGER AGREES WITH THE DEPARTMENT HEAD'S RECOMMENDATION.

5.6 THE MERIT INCREASES SHALL BE MADE IN ACCORDANCE WITH THE SALARY PLAN AND INCREMENT SYSTEM, AND SHALL NOT EXCEED ONE INCREMENTAL STEP PER CALENDAR YEAR AS PRESCRIBED BY ORDINANCE.

SECTION 6. INSURANCE & RETIREMENT BENEFITS

6.1 THE TOWNSHIP AGREES TO PROVIDE HOSPITAL AND MEDICAL INSURANCE AT LEAST EQUAL TO ITS PRESENT PROGRAM TO THE EMPLOYEES AND THEIR FAMILIES, AND RESERVES THE RIGHT TO CHOOSE THE INSURANCE CARRIER FOR THESE PROGRAMS.

6.2 THE TOWNSHIP AGREES TO PROVIDE RETIREMENT BENEFITS IN ACCORD WITH APPLICABLE NEW JERSEY STATUTES.

6.3 THE TOWNSHIP AGREES TO PROVIDE A DRUG PRESCRIPTION PLAN NOT TO EXCEED \$30.00 PER EMPLOYEE PER YEAR.

SECTION 7. PAID LEAVES OF ABSENCE

7.1 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 OCCURS DURING HIS NORMAL WORK WEEK, BUT IN NO EVENT MORE THAN EIGHT (8) HOURS' PAY FOR ANY ONE DAY.

7.2 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, OR 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.

7.3 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.

7.4 ALL FULL-TIME 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 OF PERSONAL ILLNESS, ACCIDENT OR EXPOSURE TO CONTAGIOUS DISEASE. SICK LEAVE MAY ALSO BE USED FOR SHORT PERIODS FOR THE ATTENDANCE OF THE EMPLOYEE UPON THE MEMBERS OF THE IMMEDIATE FAMILY WHO IS SERIOUSLY ILL.

7.5 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 EVERY CALENDAR YEAR SHALL ACCUMULATE TO THE EMPLOYEE'S CREDIT FROM YEAR TO YEAR TO BE USED IF AND WHEN NEEDED FOR SUCH PURPOSE.

7.6 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.

7.7 A. 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.

B. IN CASE OF LEAVE OF ABSENCE DUE TO EXPOSURE TO CONTAGIOUS DISEASE, A CERTIFICATE FROM THE DEPARTMENT OF HEALTH SHALL BE REQUIRED.

7.8 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 (2) EMPLOYEES. THE TIME ALLOCATED FOR PAID ATTENDANCE AT SUCH CONVENTIONS SHALL NOT EXCEED TEN (10) DAYS.

7.9 EVERY EMPLOYEE SHALL BE ENTITLED TO THREE (3) DAYS WITH PAY EACH CALENDAR YEAR FOR PERSONAL LEAVE FOR THE FOLLOWING REASONS:

- A. RELIGIOUS OBSERVANCES
- B. DOCTOR OR DENTAL APPOINTMENTS
- C. MARRIAGES OR BIRTHS
- D. ALL OTHER LEGAL OR PERSONAL AFFAIRS
THAT MUST TAKE PLACE DURING WORKING HOURS
- E. EMPLOYEE'S BIRTHDAY

THE MUNICIPAL MANAGER SHALL PROMULGATE PROCEDURAL GUIDELINES FOR TAKING PERSONAL LEAVE.

7.10 SEVERANCE PAY. UPON RETIREMENT OF ANY EMPLOYEE IN ACCORDANCE WITH APPLICABLE STATUTES AND REGULATIONS, SAID EMPLOYEE SHALL BE ENTITLED TO A LUMP SUM CASH PAYMENT IN AN AMOUNT EQUAL TO FIFTY PER CENT (50%) OF HIS ACCUMULATED SICK LEAVE PROVIDED HOWEVER, THAT SAID PAYMENT SHALL IN NO EVENT EXCEED THE SUM OF TWELVE THOUSAND (\$12,000.00) DOLLARS.

SECTION 8. NON-PAID LEAVES OF ABSENCE

8.1 THE TOWNSHIP WILL GRANT LEAVES OF ABSENCES TO TWO (2) EMPLOYEES, NOT MORE THAN ONE (1) FROM ANY DIVISION, TO ACCEPT FULL-TIME UNION EMPLOYMENT. SIXTY (60) DAYS' NOTICE SHALL BE GIVEN TO THE TOWNSHIP BY ANY EMPLOYEE REQUESTING SUCH LEAVE. SAID LEAVE SHALL NOT EXCEED TWELVE (12) MONTHS.

8.2 ALL OTHER LEAVES OF ABSENCE WITHOUT PAY SHALL BE AT THE DISCRETION OF THE TOWNSHIP.

8.3 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.

SECTION 9. SENIORITY

9.1 SENIORITY IS DEFINED AS AN EMPLOYEE'S TOTAL LENGTH OF SERVICE WITH THE TOWNSHIP BEGINNING WITH HIS DATE OF HIRE.

9.2 IN ALL APPLICATIONS OF SENIORITY, WHERE ABILITY TO PERFORM WORK AND PHYSICAL FITNESS ARE EQUAL, SENIORITY SHALL BE GIVEN PREFERENCE IN PROMOTIONS, DEMOTIONS, LAYOFFS, RECALL, AND VACATION SCHEDULES, IN ACCORDANCE WITH THE RULES AND REGULATIONS GOVERNING SUCH MATTERS AS PROMULGATED BY CIVIL SERVICE AND APPLICABLE TO MUNICIPALITIES.

9.3 THE TOWNSHIP SHALL MAINTAIN AN ACCURATE, UP-TO DATE SENIORITY ROSTER SHOWING EACH EMPLOYEE'S DATE OF HIRE,

CLASSIFICATION, AND PAY RATE AND SHALL FURNISH COPIES OF SAME TO THE UNION UPON REASONABLE REQUEST.

9.4 THE TOWNSHIP SHALL PROMPTLY ADVISE THE APPROPRIATE UNION REPRESENTATIVE OF ANY CHANGES WHICH NECESSITATE AMENDMENTS TO THE SENIORITY LIST.

SECTION 10. HOLIDAYS

10.1 THE FOLLOWING DAYS ARE RECOGNIZED PAID HOLIDAYS WHETHER OR NOT WORKED:

NEW YEAR'S DAY	COLUMBUS DAY
WASHINGTON'S BIRTHDAY	GENERAL ELECTION DAY
LINCOLN'S BIRTHDAY	VETERANS' DAY
GOOD FRIDAY	THANKSGIVING DAY
MEMORIAL DAY	DAY AFTER THANKSGIVING
JULY 4TH	CHRISTMAS DAY
LABOR DAY	

10.2 IN THE EVENT HOLIDAYS ENUMERATED IN 10.1 ABOVE FALL ON A WEEKEND, EACH EMPLOYEE SHALL BE ENTITLED TO A COMPENSATORY DAY OFF TO BE SCHEDULED BY THE MUNICIPAL MANAGER WITHIN SIX (6) WEEKS OF THE HOLIDAY, EXCEPT THAT IF CHRISTMAS AND NEW YEAR'S 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.

10.3 IN ORDER TO BE ELIGIBLE FOR HOLIDAY PAY, AN EMPLOYEE MUST BE ON THE ACTIVE PAYROLL OF THE TOWNSHIP AND MUST HAVE WORKED HIS FULL REGULARLY SCHEDULED WORK DAY BEFORE AND AFTER THE HOLIDAY, UNLESS SUCH ABSENCE IS AUTHORIZED.

SECTION 11. EQUAL TREATMENT

11.1 THE TOWNSHIP AGREES THAT THERE SHALL BE NO DISCRIMINATION OR FAVORITISM FOR REASONS OF SEX, AGE, NATIONALITY, RACE, RELIGION, POLITICAL AFFILIATION, UNION MEMBERSHIP OR UNION ACTIVITIES.

SECTION 12. VACATION LEAVE

12.1 ALL EMPLOYEES COVERED BY THIS AGREEMENT SHALL EARN AND BE GRANTED PAID VACATION AS FOLLOWS:

FROM DATE OF APPOINTMENT	
TO DECEMBER 31ST OF THE	
YEAR OF APPOINTMENT	1 DAY PER MONTH

FOR EACH SUCCEEDING YEAR
UP TO AND INCLUDING THE
TENTH (10TH) YEAR OF
EMPLOYMENT

12 WORK DAYS PER
CALENDAR YEAR

FROM THE ELEVENTH (11TH)
THROUGH AND INCLUDING THE
TWENTIETH (20TH) YEAR OF
EMPLOYMENT

20 WORK DAYS PER
CALENDAR YEAR

12.2 IF AN EMPLOYEE IS CALLED BACK TO WORK WHILE ON VACATION, HE SHALL BE PAID AT THE RATE OF TWICE (2) HIS REGULAR RATE OF PAY FOR ALL HOURS WORKED AND SHALL NOT LOSE VACATION DAY OR DAYS.

12.3 ANY UNUSED VACATION MAY BE CARRIED FORWARD INTO THE NEXT SUCCEEDING YEAR, SUBJECT TO THE APPROVAL OF THE MUNICIPAL MANAGER; APPROVAL WILL NOT BE UNREASONABLY WITHHELD.

12.4 AN EMPLOYEE WHO IS RETIRING OR WHO HAS OTHERWISE SEPARATED SHALL BE ENTITLED TO THE VACATION ALLOWANCE FOR THE CURRENT YEAR PRORATED UPON THE NUMBER OF MONTHS WORKED IN THE CALENDAR YEAR.

12.5 WHENEVER AN EMPLOYEE DIES, HAVING TO HIS CREDIT ANY ANNUAL VACATION LEAVE, THERE SHALL BE CALCULATED AND PAID TO HIS ESTATE A SUM OF MONEY EQUAL TO THE COMPENSATION FIGURED ON HIS SALARY RATE AT THE TIME OF DEATH.

12.6 VACATION LEAVE CREDITS SHALL CONTINUE TO ACCRUE WHILE AN EMPLOYEE IS ON LEAVE WITH PAY. CREDITS SHALL NOT ACCRUE WHILE AN EMPLOYEE IS ON LEAVE WITHOUT PAY EXCEPT MILITARY LEAVE.

12.7 EFFECTIVE JANUARY 1, 1977, THE FOLLOWING VACATION SCHEDULE SHALL APPLY:

FROM DATE OF APPOINTMENT TO DECEMBER 31ST OF THE YEAR OF APPOINTMENT	1 DAY PER MONTH
FOR EACH SUCCEEDING YEAR UP TO AND INCLUDING THE FIFTH (5TH) YEAR OF EMPLOYMENT	12 WORK DAYS PER CALENDAR YEAR
FROM THE SIXTH (6TH) THROUGH AND INCLUDING THE TENTH (10TH) YEAR OF EMPLOYMENT	15 WORK DAYS PER CALENDAR YEAR
FROM THE ELEVENTH (11TH) THROUGH AND INCLUDING THE FIFTEENTH (15TH) YEAR OF EMPLOYMENT	20 WORK DAYS PER CALENDAR YEAR
SIXTEEN FIFTEEN (15) YEARS OF EMPLOYMENT AND OVER	25 WORK DAYS PER CALENDAR YEAR

SECTION 13. EQUAL PAY FOR EQUAL WORK

ANY EMPLOYEE WHO PERFORMS WORK IN A HIGHER PAY CLASSIFICATION THAN HIS OWN FOR A LEAST FOUR (4) CONSECUTIVE HOURS IN ANY WORK DAY, SHALL RECEIVE THE HIGHER RATE OF PAY FOR SUCH WORK FOR THE TIME THAT IT

IS PERFORMED AT 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, BUT IN NO INSTANCE WOULD AN EMPLOYEE RECEIVE LESS THAN HIS PRESENT RANGE.

SECTION 14. CLASSIFICATIONS AND JOB DESCRIPTIONS

14.1 THE CLASSIFICATION FOR EMPLOYEES COVERED BY THIS AGREEMENT ARE ATTACHED HERETO AS APPENDIX A AND BY REFERENCE ARE MADE PART OF THIS AGREEMENT.

14.2 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 MAY BE REFERRED BY THE TOWNSHIP TO THE GRIEVANCE PROCEDURE.

SECTION 15. GRIEVANCE PROCEDURE

15.1 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.

15.2 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 MUNICIPAL MANAGER IN WRITING WITHIN SEVEN (7) DAYS AFTER THE RESPONSE OF THE DEPARTMENT HEAD IS DUE. THE MUNICIPAL MANAGER SHALL MEET WITH 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 MUNICIPAL MANAGER IS DUE, BY WRITTEN NOTICE TO THE MUNICIPAL MANAGER, PROCEED TO ARBITRATION. THE DECISION OF THE ARBITRATOR SHALL BE IN WRITING AND SHALL BE RENDERED WITHIN THIRTY (30) DAYS AND SUCH DECISION SHALL BE FINAL AND BINDING ON BOTH PARTIES.

15.3 THE FOLLOWING PROCEDURE WILL BE USED TO SECURE THE SERVICES OF AN ARBITRATOR:

A. A REPRESENTATIVE OF THE TOWNSHIP AND A REPRESENTATIVE OF THE UNION WILL ATTEMPT TO SELECT A MUTUALLY SATISFACTORY ARBITRATOR.

B. IF THEY ARE UNABLE TO DO SO WITHIN TEN (10) DAYS AFTER THE MUNICIPAL MANAGER WAS NOTIFIED OF THE UNION'S DECISION TO GO TO ARBITRATION, A REQUEST WILL BE MADE TO THE NEW JERSEY BOARD OF MEDIATION OR TO THE AMERICAN ARBITRATION ASSOCIATION.

15.4 WHERE AN EMPLOYEE HAS EXERCISED HIS RIGHT OF APPEAL AS EXPRESSLY GRANTED IN THE REVISED CIVIL SERVICE STATUTES OF NEW JERSEY, THERE SHALL BE NO RIGHT OF ARBITRATION UNDER THE PROVISIONS OF THIS ARTICLE.

15.5 EXPENSES FOR THE ARBITRATOR'S SERVICES AND THE PROCEEDINGS SHALL BE BORNE EQUALLY BY THE TOWNSHIP AND THE UNION.

15.6 THE UNION WILL NOTIFY THE TOWNSHIP IN WRITING OF THE NAMES OF ITS EMPLOYEES WHO ARE DESIGNATED BY THE UNION TO REPRESENT EMPLOYEES UNDER THE GRIEVANCE PROCEDURE. SUCH EMPLOYEES SO DESIGNATED BY THE UNION WILL BE PERMITTED TO CONFER WITH OTHER UNION REPRESENTATIVES, EMPLOYEES AND WITH TOWNSHIP REPRESENTATIVES REGARDING MATTERS OF EMPLOYEE REPRESENTATION, DURING WORKING HOURS WITHOUT LOSS OF PAY PROVIDED, HOWEVER, ALL EMPLOYEES SHALL SECURE THE PERMISSION OF THEIR IMMEDIATE SUPERVISOR, WHICH PERMISSION SHALL NOT UNREASONABLY BE DENIED.

SECTION 16. TERM AND RENEWAL

THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT AS OF JANUARY 1, 1976 AND SHALL BE IN EFFECT TO AND INCLUDING DECEMBER 31, 1977. THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT FROM YEAR TO YEAR THEREAFTER, UNLESS ONE PARTY OR THE OTHER GIVES NOTICE, IN WRITING, NO SOONER THAN ONE HUNDRED FIFTY (150) DAYS PRIOR TO THE BUDGET SUBMISSION DATE IN THE YEAR OF THE EXPIRATION DATE OF THIS AGREEMENT, OF A DESIRE TO CHANGE, MODIFY OR TERMINATE THE AGREEMENT.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET
THEIR HANDS AND SEALS AT LAWRENCE TOWNSHIP, NEW JERSEY,
ON THIS 21st DAY OF JANUARY, 1976.

LOCAL #2476, COUNCIL NO. 73,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO

TOWNSHIP OF LAWRENCE,
MERCER COUNTY, NEW JERSEY

BY: Kenneth C. Smith

BY: [Signature]

Joseph A. Siamelli

[Signature]

WITNESS: Joseph G. Longo

WITNESS: [Signature]

[Signature]

A. C. Wick
Acting Municipal
Clerk

DATED: 21 January 76