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AND LABOR RELATIONS

OCT 1 1991

RUTGERS UNIVERSITY

ORDINANCE NO. 1287-91

AN ORDINANCE AUTHORIZING JOB CLASSIFICATIONS  
AND PROVIDING FOR COMPENSATION OF THE  
MUNICIPAL EMPLOYEES IN THE TOWNSHIP OF LAWRENCE  
COUNTY OF MERCER, STATE OF NEW JERSEY

BE IT ORDAINED by the Township Council of the Township of  
Lawrence, County of Mercer, State of New Jersey, that:

SECTION I. SHORT TITLE

This ordinance shall be known and may be cited as " The Salary  
Ordinance of the Township of Lawrence Pertaining to Job  
Classifications Concerning Local # 1032, CWA, AFL-CIO for 1991 and  
1992."

SECTION II. SALARIED EMPLOYEES

A. The following salaried employees, positions and job titles  
are hereby authorized and assigned the following ranges commencing  
January 1, 1991 and January 1, 1992.

<u>GRADE AND JOB TITLE</u>	<u>RANGES</u>	
	1-1-91	1-1-92
Grade 1		
Construction Official	40,909	43,364
Health Officer	42,994	45,573
	45,078	47,783
	47,162	49,992
	49,247	52,202
	51,331	54,411
Grade 2		
Assistant Construction Officer	35,884	38,037
	37,748	40,012
	39,611	41,988
	41,475	43,964
	43,339	45,939
	45,203	47,915
Grade 3		
Supervisor of EMT's/Safety Officer	30,348	32,169
	31,934	33,850
	33,563	35,577
	35,150	37,259
	36,736	38,940
	38,279	40,576

<b>Grade 4</b>		
<b>Manager of Motors</b>	29,925	31,721
<b>Superintendent of Parks &amp;     Public Property</b>	32,286	34,223
<b>General Supervisor-Streets</b>	34,647	36,725
	37,007	39,228
	39,368	41,730
	41,729	44,233
<b>Grade 5</b>		
<b>Executive Assistant</b>	33,386	35,389
	34,817	36,906
	36,248	38,423
	37,679	39,939
	39,110	41,456
	40,541	42,973
<b>Grade 6</b>		
<b>Recreation Supervisor</b>	25,049	26,552
<b>Assistant Housing Coordinator</b>	27,050	28,673
	29,051	30,794
	31,053	32,916
	33,054	35,037
	35,055	37,159
<b>Grade 7</b>		
<b>Supervisor - Streets</b>	25,040	26,543
<b>Supervisor - Parks</b>	27,803	29,472
	30,566	32,400
	33,326	35,326
	36,086	38,251
	38,840	41,170
<b>Grade 8</b>		
<b>Accountant</b>	21,568	22,862
	23,014	24,395
	24,459	25,927
	25,905	27,459
	27,351	28,992
	28,796	30,524

B. Permanent part-time employees will receive an hourly rate based on their titles, grade and step as determined in the collective bargaining agreement.

### SECTION III. ELIGIBILITY

The above ranges shall not pertain to employees not in the employ of the Township of Lawrence on or after the effective date of this Ordinance, except those employees who retired subsequent to January 1, 1991.

### SECTION IV. LONGEVITY

A. Each full time employee shall be entitled to longevity pay based solely on the length of full time employment with the Township of Lawrence. The payments shall be made in conjunction with the payment of the base rate of compensation as defined in this Ordinance and shall be in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>AMOUNT PER ANNUM</u>
Beginning in year 8 through year 11	\$ 500
Beg. the 12th year through year 15	800
Beg. the 16th year through year 19	1,100
Beg. the 20th year through year 23	1,400
Beg. the 24th year through year 27	1,700
Beg. the 28th year and beyond	2,000

B. Longevity pay, as heretofore set forth, shall become effective January 1 or July 1, the date nearest to the anniversary date of employment.

### SECTION V. OTHER PERSONNEL AND WORKING CONDITIONS

All other functions, responsibilities and rights not specifically enumerated to in prior sections of this Ordinance shall be judged to be within the province of management, subject only to the laws, rules and regulations of the New Jersey Department of Personnel, the provisions contained in applicable agreements (if any) or policy manuals, and by the issuance of Administrative Directives by the Municipal Manager.

### SECTION VI. REPEAL OF PRIOR ORDINANCES

All other ordinances or parts of ordinances adopted prior to the date of this Ordinance, which are inconsistent with the provisions of this Ordinance, are hereby repealed insofar as they relate to or concern the job classifications listed in this Ordinance.

SECTION VII. 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.

SECTION VIII. EFFECTIVE DATE

A. This Ordinance shall become effective twenty (20) days following the adoption thereof, in accordance with law.

B. All salary or compensation provided for and by this Ordinance shall be payable retroactively and after the first day of January 1, 1991.

Adopted: September 4, 1991

**1991-1992**  
**AGREEMENT BETWEEN**  
**TOWNSHIP OF LAWRENCE**  
**AND**  
**SUPERVISOR UNION**  
**LOCAL 1032**

**JANUARY 1, 1991 - DECEMBER 31, 1992**

## PREAMBLE

This Agreement made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 1991 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 the Communications Workers of America, 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 in the job titles listed in Appendix A, in order that more efficient and progressive public services may be rendered.

This agreement will expire on the 31st day of December 1992.

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**ARTICLE 1**

**RECOGNITION**

- 1.1 The Township hereby recognizes the Union as the exclusive representative for collective negotiations concerning wages, hours of employment and other terms and conditions of employment as set forth herein for all employees in classifications appended hereto as Appendix A who are employed by the Township, and for such additional classifications as the parties may later agree to include, excluding managerial executives, confidential employees, blue collar employees and white collar employees.
- 1.2 Unless otherwise indicated by the contents of this Agreement, the title "employee" shall be defined to include all full-time and part-time permanent and provisional bargaining unit members, the plural as well as the singular, and to include males as well as females.
- 1.3 Permanent full-time employees and permanent part-time employees are those employees covered by this Agreement who are regularly scheduled to work twenty (20) hours or more per week.



**ARTICLE II**

**MANAGEMENT RIGHTS**

- 2.1 The Employer retains and may exercise all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey. Except as specifically abridged, limited, or modified by the terms of this Agreement between the Employer and the Union, all such rights, powers, authority, prerogatives of management and responsibilities to promulgate and enforce reasonable and necessary rules and regulations governing the conduct and the activities of the employees are exclusively retained by the employer.

## ARTICLE III

### DUES DEDUCTION

- 3.1 Upon receipt of the lawfully executed written authorization from an employee the Township agrees to deduct the regular monthly Union dues of such employee from his pay and remit such deduction by the tenth (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.
- 3.2 Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, as certified to the Township by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues. 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 employee in the unit, PROVIDED that no modification is made in this provision by a successor agreement between the Union and the Township.
- For the purposes of this provision, employees employed on a ten-month (10-month) basis or who are reappointed from year to year shall be considered to be in continuous employment.
- 3.3 The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that shall rise out of, or by reason of, any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

ARTICLE IV

HOURS & OVERTIME SECTION (A)

- 4.1 The <sup>normal</sup> work week shall consist of five (5) consecutive days of seven (7) hours per day, Monday through Friday, inclusive, for a total of thirty-five (35) hours per week. Lunch break shall be one (1) hour, with a morning break of fifteen (15) minutes, and an afternoon break of fifteen (15) minutes.
- 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 seven (7) hours in any work day; or
  - B. WEEKLY - all work performed in excess of thirty-five (35) 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.
- 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 fourteen (14) continuous hours until a full seven (7) hour break occurs.
- 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 is called in on an emergency basis or works more than two (2) hours before or after their regularly scheduled shift. \$5.00 per meal allocated.

4.6 Any employee who is required to report to work during periods other than his/her 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 three and one-half (3-1/2) hours pay at the overtime rate unless it is 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/she was recalled provided, however, that he/she shall not be entitled to successive minimum three and one-half (3-1/2) hour guarantees should he/she be recalled within that same three and one-half (3-1/2) hour period, in the event the employee is allowed off duty prior to the completion of three and one-half (3-1/2) hours of work.

#### HOURS & OVERTIME SECTION (B)

4.7 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. Lunch break shall be forty-five (45) minutes; with a morning break of fifteen (15) minutes, and no afternoon break. All breaks are to be determined by supervisor.

4.8 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 Saturday of any work week.

4.9 Double time the Employees' regular rate of pay shall be paid for work under the following conditions:

- A. All work performed on the Sunday of any work week; or

B. All worked performed in excess of sixteen (16) hours continued until a full eight (8) hour break occurs: or

C. All holidays provided for within this contract.

4.10 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.

4.11 The employer shall provide meals for employees working overtime through a regularly scheduled meal time on condition that the employee is called in on an emergency basis before his starting time and works through the regular breakfast hours or through the regular evening meal.

4.12 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 recalled provided, however, that he shall not be entitled to successive minimum four (4) hours guarantees should he be recalled within that same four (4) hour period, in the event the employee is allowed off duty prior to the completion of four (4) hours of work.

4.13 TITLES COVERED BY THIS CONTRACT HOURS & OVERTIME

SECTION (A)

Construction Official  
Assistant Construction Official  
Health Officer  
Accountant  
Executive Assistant to Director of Planning  
Superintendent Emergency Medical Technician  
Recreation Supervisor  
Assistant Housing Coordinator

SECTION (B)

Supervisor Parks  
Supervisors of Streets (2)  
Manager of Motors  
General Supervisors Streets  
Superintendent Parks & Public Property

**ARTICLE V**

**SENIORITY**

- 5.1 Seniority is defined as an employee's total length of service with the Township beginning with his date of hire.
- 5.2 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 the New Jersey Department of Personnel applicable to municipalities.
- 5.3 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.
- 5.4 The Township shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

**ARTICLE VI**

**DISCIPLINE**

- 6.1 The Township may take appropriate disciplinary action against any employee for just cause. The Union will be furnished with a copy of written disciplinary action within two (2) days of the imposition of such discipline.
- 6.2 Employees shall have the right to have a Shop Steward, Union officer or Union Representative present at any and every step of the disciplinary procedure.
- 6.3 In the event the Township imposes discipline of from one (1) to five (5) days suspension or loss of pay, the Union may contest the matter through the grievance procedure up to and including arbitration.
- 6.4 In the event the Township imposes discipline of from six (6) days or more suspension or loss of pay through termination, the Union or employee may appeal the matter to the New Jersey Department of Personnel pursuant to Title 4A of the New Jersey Administrative Code.

## ARTICLE VII

### GRIEVANCE PROCEDURE

7.1 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 employee, employee's attorney, the Union, or the Township.

7.2 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 Department Director within five (5) working days after the occurrence of the event or knowledge thereof out of which the grievance arises. The Department Director shall then attempt to address 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 employees satisfaction, it shall be presented in writing by the Union Steward or bargaining unit President to the Department Director within five (5) days after the immediate supervisor's response is due. The Department Head shall respond in writing to the bargaining unit President or his designated representative within three (3) working days.

STEP 3: If the grievance still remains unadjusted, it shall be presented by the bargaining unit President, or Union representative to the Municipal Manager or designee in writing within seven (7) days after response of the Department Head is due. The Municipal Manager or designee shall meet with all parties involved within five (5) days and shall render a decision in writing within five (5) 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.



- 7.3 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 Public Employment Relations Commission.
- 7.4 Where an employee has exercised his right of appeal as expressly granted in the Revised Civil Statutes Service of New Jersey, there shall be no right of arbitration under the provisions of this article.
- 7.5 Expenses for the arbitrator's service and the proceedings shall be borne equally by the Township and the Union.
- 7.6 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 be unreasonably denied.

**ARTICLE VIII**

**HOLIDAYS**

8.1 All permanent employees on the payroll shall be entitled to paid holiday leave for all official holidays observed by the Township of Lawrence.

8.2 The following holidays shall be observed by the Township of Lawrence.

- |                                    |                                |
|------------------------------------|--------------------------------|
| 1. New Year's Day                  | 8. General Election Day        |
| 2. Martin Luther Kings<br>Birthday | 9. Thanksgiving Day            |
| 3. Lincoln's Birthday              | 10. Day after Thanksgiving Day |
| 4. Washington's Birthday           | 11. Memorial Day               |
| 5. Good Friday                     | 12. Independence Day           |
| 6. Columbus Day                    | 13. Labor Day                  |
| 7. Veteran's Day                   | 14. Christmas Day              |

8.3 In the event that a holiday falls on a weekend, the preceding Friday shall be observed as the holiday if the holiday falls on a Saturday, and the following Monday shall be observed as the holiday if the holiday falls on a Sunday. Holidays which falls within an employee's vacation period shall not be counted as part of his/her vacation.

**ARTICLE IX**

**VACATIONS**

9.1 Employees covered by this Agreement shall be entitled to an annual vacation based on their years of service as follows:

<b><u>EMPLOYMENT PERIOD</u></b>	<b><u>VACATION</u></b>
From date of appointment to December 31st of the year of appointment, .	1 working day per month.
For each succeeding year through the fifth (5th) year of employment	12 working days per calendar year.
From the sixth (6th) year through the tenth (10th) year of employment	15 working days per calendar year.
From the eleventh (11th) year through the fifteenth (15th) year of employment	20 working days per calendar year.
From the sixteenth (16th) year of employment through the nineteenth (19th) year of employment.	25 working days per calendar year.
From the twentieth (20th) year of and each year thereafter	30 working days per calendar year.

9.2 Unused vacation leave may be accumulated one year beyond the calendar year in which it is earned with the approval of the Municipal Manager.

9.3 Any employee who dies, retires or is otherwise separated from employment shall be entitled to payment for all unused paid vacation leave on a pro-rated basis dependent upon the employee's regular salary upon death, retirement or separation and the number of months of the employee's employment during the calendar year in question.

9.4 Any vacation days taken over the earned number of days for the year shall be repaid on a pro-rated basis by the employee if the employee is terminated or leaves Township employment prior to the end of the year except in the case of an employee's death.

9.5 One (1) or two (2) day vacation requests will require 24-hour notice of department head.

ARTICLE X

PERSONAL LEAVE

10.1 In regard to personal leave, the following regulations apply:

A. All full-time employees covered by this Agreement shall be eligible for three (3) days personal leave, with pay, for personal matters concerning the employees as delineated below.

B. Personal days are for the purposes of conducting personal affairs on a non-recreational nature or professional affairs which cannot be carried out after scheduled work hours.

C. Requests for personal days shall not be unreasonably denied.

10.2 Personal leave shall not be accumulative from year to year. All employees shall be compensated for unused personal days at straight time pay, calculated on the calendar year ending December 31st.

10.3 Any employee who dies retires or is otherwise separated from employment shall be entitled to payment for all unused paid personal days on a pro-rated basis dependent upon the employee's regular salary upon death, retirement or separation and the number of months of the employee's employment during the calendar year in question.

**ARTICLE XI**

**SICK LEAVE**

11.1 All full-time employees shall be entitled to paid sick leave to be utilized by the employee when he or she is unable to perform his/her work by reason of personal illness, accident or exposure to contagious disease. Paid sick leave shall accrue on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter. Any amount of paid sick leave not used in any calendar year shall accumulate to the employee's credit from year to year to be utilized if and when needed.

11.2 All full-time employees be entitled to terminal leave payment upon retirement provided that the employee shall furnish proof of retirement to the Township. The form of this proof shall be in the form of a copy of the employee's first retirement check from the Public Employees Retirement Section (PERS).

Township agrees to provide sick time payment at the time of retirement at a maximum 50% of the time accrued and a dollar maximum of \$15,000.00. To include language requiring proof of retirement.

11.3 To provide for \$100.00 payment to an employee not using a sick day within a calendar year.

**ARTICLE XII**

**BEREAVEMENT LEAVE**

- 12.1 In the event of death in the employee's immediate family the employee shall be granted time off without loss of pay from the date of death or the day of the funeral, but in no event shall said leave exceed five (5) consecutive working days per incident, except in the case of spouse of child in which case said leave shall not exceed ten (10) consecutive working days per incident.
- 12.2 The term "immediate family" includes wife, husband, aunts, uncles, daughter, son, father, mother, brother, sister, grandfather, grandmother, grandchildren, mother-in-law, father-in-law, or a relative who is regularly living in the employee's household.
- 12.3 Notwithstanding the content of the foregoing subparagraph, the Township Municipal Manager in his sole discretion, may grant special consideration in those situations which are not covered by the above circumstances.
- 12.4 Management reserves the right to request verification of death and verification of the relationship of the deceased to the employer.

ARTICLE XIII

LEAVES OF ABSENCE

- 13.1 **MILITARY LEAVE:** Any full-time employee covered by this Agreement, who is a member of the National Guard or reserve components in the military or naval service of the United States, and is required to perform active duty for training periods shall be granted a leave of absence with pay for the periods of such training. When an employee, not on probation, has been called to active duty or drafted into the military or naval service of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service. However, in order for that employee to be reinstated without loss or privileges or seniority, he must, report for duty with the Township within sixty (60) days following his honorable discharge from the military service.
- 13.2 **MATERNITY LEAVE:** Maternity leave may be granted up to one (1) year by the Township Manager or his designee provided request is made in writing one (1) month prior to the effective date of leave. The leave, if granted, shall be without pay. Requests for leave under this section will not be unreasonably denied.
- 13.3 A. A leave of absence without pay may be requested by any employee covered by this Agreement by submitting the reason(s) for the requested leave, in writing, to the Department Head. Said leave can be granted for periods not to exceed three (3) months at any one time. Such leave may be renewed for an additional three (3) months by the Municipal Manager. Employees returning from an authorized leave will be restored to their original classification or another appropriate one of the same or similar salary to the one being earned at the time of the beginning of said leave.
- B. **FAMILY LEAVE:** The Township shall ensure that employees are aware of their rights pursuant to the Family Leave Act, L. 1989, c261.
- C. If an employee sustains an injury while in the Township's employ and on duty, the employee will be continued without loss of pay for the maximum of one (1) year from the date of the accident. Such eligibility for this leave is determined by the definition of job injury as set out in the New Jersey

Worker's Compensation Law. Payments which an employee receives from the provisions of the Worker's Compensation Law or Temporary Disability Law shall be remitted to the Township. Thus, any employee covered by this leave will receive no more than his normal weekly salary payment.



**ARTICLE XIV**

**COURT ATTENDANCE**

14.1 An employee who is called to serve on a jury and does so shall be entitled to paid leave for the period of time in which he is officially involved with the Court in such capacity.

ARTICLE XV  
HEALTH BENEFITS

- 15.1 The Township agrees to provide hospital and medical health insurance in effect as of January 1, 1991. If the Township changes insurance carriers the same level or better of coverage will be provided.
- 15.2 Effective 1/1/92 the prescription benefit will include a \$1.00 employee co-payment for generic prescription and a \$5.00 employee co-payment for brand name prescriptions.
- 15.3 The Township will pay 50% on an approved dental plan for employees and their families, and reserves the right to choose the insurance carrier. Employees shall have the option to participate in this program.
- 15.4 A. The Township will pay \$100.00 per employees for the purpose of a physical/eye exam, eye glasses or contact lenses per year, as long as dual coverage is not in effect.
- B. Employee's will have the option of having the physical exam performed by a physician designated by the Township. Should the employee choose this option, the Township will pay for the cost of said exam. However, in either case the employee must agree to allow the physician to release to the Township a statement the contents of which shall be limited to the following:
- (1) The employee is in good health
  - or
  - (2) The employee should seek further advice from his/her personal physician.

Should the employee not agree to release this statement the Township will not bear the cost of said exam or will not reimburse the employee for the cost depending on the option chosen.

These statements shall be confidential and will only be authorized for release to the Municipal Manager.

- 15.5 The Township will pay for a life insurance policy in the amount of \$5,000.00 for a natural death and will increase to \$10,000.00 in the event of an accidental death. The Township reserves the right to choose the insurance carrier for this program.
- 15.6 The Township agrees to provide retirement benefits in accord with applicable New Jersey Statutes.
- 15.7 Employees who retire after twenty (20) years of service at the age of 55 over will have their Insurance Coverage maintained by the Township until Medicare Coverage takes over at age 65.
- 15.8 The Township shall provide employees the option of their enrollment in the IRS Code Section 125 Plan.

## ARTICLE XVI

### UNION REPRESENTATIVES

- 16.1 The Township recognizes the right of the Union to designate a bargaining unit President or designee and two (2) Union Stewards to represent the Union and the employees covered by this Agreement. The Union shall furnish the Township with the names of the President or designee and Stewards and will notify the Township of any changes.
- 16.2 The authority of the bargaining unit President or designee or Union Stewards designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
- A. The investigation and presentation of grievance in accordance with the provisions of the Agreement. Both parties agree that if it is necessary for the President or designee or Stewards to perform any of such duties during his work time, the President or designee or Steward shall be released from work by his Supervisor only to the extent necessary to make the investigation and for conferring with the Township representative.
  - B. The transmission of such messages and information which will originate with and are authorized by the Union, or its officers provided that such messages and information:
    - 1. Is of a routine and does not involve work stoppages slowdowns or any other interference with Township business;
    - 2. The bargaining unit President or designee or Union Stewards are authorized to investigate, present and process grievances on or off the premises, provided such activity is not disruptive of any work in which he/she is engaged and subject to the necessity of maintaining his schedule and not disrupting the schedule or manpower of any other member of the bargaining unit who may be involved in the grievance.

16.3 Representatives of the Union, who are not employees of the Employer shall be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters. Such representatives shall also be recognized by the Employer as an authorized spokes person for the Union in meetings between the parties regarding employee representation.

16.4 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 conduct Union business or attend conventions with a maximum of twelve (12) days per year per person. The Union shall designate no more than three (3) employees to serve as Union representatives.

## ARTICLE XVII

### EXTENDED SICK LEAVE

- 17.1 An extended sick leave program will be established by the Township. This intent of this program is to provide disability protection for employees covered under this contract.
- 17.2 Each employee may be granted extended sick leave for a period not to exceed ninety (90) calendar days during any twelve (12) month period for non-work related illness or injury. This leave is only for employee related circumstances.
- 17.3 Requests for extended sick leave must be made to the Municipal Manager. In order to be granted said leave, the employee must first use all available sick days, vacation days and personal leave time. The extended sick leave period will commence the first day following the date that all available leave has been exhausted. Holidays will not count when computing the extended sick leave period.
- 17.4 In order to be eligible for extended sick leave, the employee or his/her designated representative must present to the Municipal Manager a medical certificate signed by a licensed medical doctor indicating the nature of the illness or injury. This certificate must also indicate when the employee will be able to return to normal duties.
- 17.5 The employees or his/her designated representative must also provide the Municipal Manager with a progress report every thirty (30) calendar days from the commencement of the extended sick leave period. This report must be in the form of a medical certificate signed by a licensed medical doctor and must indicate when the employee will be able to return to normal duties. Failure to provide this certificate will result in the cancellation of the extended sick leave.
- 17.6 The Township, through the Municipal Manager, will discuss with the Union prior to implementing any other rules and regulations regarding extended sick leave that are not stated herein.

**ARTICLE XVIII**

**JOB POSTING**

- 18.1 Notice of all vacancies shall be posted on all Union bulletin boards for this local and will notify the Union president of any title changes. In addition, the posting shall list the salary level, hours of work, classification, job description, qualifications and instructions for making the appropriate application.
- 18.2 All job openings must be posted according to the provisions of this section before an offer of employment can be extended to a candidate. Those employees who make the appropriate application shall be considered as candidates provided they meet the necessary criteria to perform the duties of the vacant position.
- 18.3 Notices shall be posted for a period of at least five (5) working days.
- 18.4 Immediately upon removal of said job postings, notice of hiring shall be forwarded to the bargaining unit President of the Union.

**ARTICLE XIX**

**EDUCATIONAL BENEFITS**

19.1 The Township agrees in the event that an employee is required to attend educational courses as a job requirement, the Township will reimburse said employee for amount required.



**ARTICLE XX**

**SAFETY AND HEALTH**

- 20.1 The Employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices needed in order to insure their safety and health.
- 20.2 The Employer and the Union will maintain a Safety Committee comprised of the following: A Safety Official and one other member designated by the employer and two (2) members elected by the Union. The President of the Union may attend but shall have no voting power. It will be the responsibility of the Committee to investigate and correct unsafe and unhealthful conditions. The Committee shall meet as necessary to review general health and safety conditions and to make recommendations to the Township Manager about such conditions.

Recommendations should be submitted to the Manager or designee and implementation should be made thirty (30) days of presentation or a valid explanation be made to the President of the Union in writing. The President or designee shall remind manager/designee fifteen (15) days after presentation. If a recommendation is not dealt within this time frame there shall be an emergency meeting held five (5) days after the thirty (30) day period with the Safety Committee and the Manager.

- 20.3 The Safety Committee members shall be permitted reasonable opportunity to visit work locations throughout the Employer's facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.

**ARTICLE XXI**

**LABOR/MANAGEMENT MEETINGS**

21.1 The Union and the Employer agree to meet on a quarterly basis or at a mutually convenient time for the purpose of discussing issues that concern either party. The party requesting such a meeting will supply the second party with an agenda within ten (10) working days of the meeting. These meetings shall not be used to settle grievance nor are they designed to circumvent the collective bargaining process.

**ARTICLE XXII**

**CLASSIFICATION AND JOB DESCRIPTIONS**

- 22.1 The classification for employees covered by this Agreement is attached hereto as Appendix A and by reference is made part of this Agreement.
- 22.2 Change of title in order to implement a higher salary without a change of work duties must be done in accord with a Department Personnel desk audit.

**ARTICLE XXIII**

**EQUAL PAY FOR EQUAL WORK**

23.1 Any employee who performs work in a higher grade pay classification than his own for at 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 wage. An exception to this Article would be for training for a new job title provided that one (1) week notice is given prior and such training does not last for more than two (4) weeks.

## ARTICLE XXIV

### ACCESS TO PERSONNEL FILES

- 24.1 An employee covered by this Agreement shall have the right to inspect and obtain copies of documents from his personal history file maintained at Township Hall at any reasonable time upon five (5) working days' written notice to the custodian thereof. Whenever in the opinion of the employe's Supervisor, derogatory material is placed in the employee's personal history file the Township agrees to notify the employee in writing of that action. The contents of the employee's personal history file shall not be made public unless required in disciplinary proceedings or by court order or subpoena process in a judicial proceeding. An employee covered by this Agreement shall be allowed to place in such a file a response to anything contained therein.
- 24.2 Disciplinary actions and letters of official reprimand may be removed upon petition from employee's personnel file after eighteen (18) months. Such request should demonstrate appropriateness.

**ARTICLE XXV**

**BULLETIN BOARDS**

- 25.1 The Township shall provide three (3) bulletin boards for the unit covered by this Agreement.
- 25.2 Notices of Union meetings, official Union business, Union social, recreational and educational events shall be the material posted by the Union. Such notices shall be signed by the Union President prior to posting and must be on Union letterhead.

**ARTICLE XXVI**

**NON-DISCRIMINATION**

26.1 The Township and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment covered by this Agreement because of such individual's race, color, creed, religion, sex, national origin, handicap, age, sexual preference, political affiliations.

**ARTICLE XXVII**

**LONGEVITY**

- A. Each full time employee shall be entitled to longevity pay based solely on the length of full time employment with the Township of Lawrence. The payments shall be made in conjunction with the payment of the base rate of an employee's compensation and shall be in accordance with the following schedule:

<b><u>STEP</u></b>	<b><u>LENGTH OF SERVICE</u></b>	<b><u>AMOUNT PER ANNUM</u></b>
A	Beginning in year 8 thru 11	\$ 500
B	12 thru 15	800
C	16 thru 19	1,100
D	20 thru 23	1,400
E	24 thru 27	1,700
F	28 and up	2,000

- B. Longevity pay, as heretofore set forth, shall become effective January 1st or July 1st, the date nearest to the anniversary date of employment.
- C. The Township shall establish a deferred compensation plan for members of this bargaining unit.
- D. Past and present permanent part time service to the Township shall be recognized for purpose of computing a seniority date regarding an employee's longevity anniversary. Such time shall be pro-rated so that each year's service will be credited for 1/2 year longevity.



**ARTICLE XXVIII**

**CLOTHING ALLOWANCE**

28.1 Employees in the following titles shall receive a \$400.00 clothing allowance effective January 1, 1991.

**General Supervisors Streets & Parks  
Superintendent of Parks and Public Property  
Manager of Motors**

The Township will also provide a \$350.00 clothing allowance to the Assistant Construction Code Official.

28.2 Effective January 1, 1992 the Township will provide a uniform service for the following positions:

**General Supervisors Streets & Parks  
Superintendent of Parks and Public Property  
Manager of Motors**

The Township will also provide a \$350.00 clothing allowance to the Assistant Construction Code Official.

**ARTICLE XXIX**

**SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, and that all other provisions or applications of this Agreement shall continue in full force and effect for the duration of this Agreement. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing provisions of State and local law.

**ARTICLE XXX**

**FULLY BARGAINING AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. "Subject to the limitations of section 22 of this agreement."

**ARTICLE XXXI**

**SALARY**

- A. Increases effective 1/1/91 with implementation of the attached step and grade system which will result in effect to a 5% salary increase. Effective 1/1/92 a 6% across-the-board increase for all employees covered by this agreement. Effective 1/1/92 there shall be an employee assessment review system (see attached).
- B. Effective 1/1/91: The Township shall establish a five (5) step salary guide for each job classification covered by this Agreement. The salary guide shall be established in the following manner:
1. The salary increase listed in Section A. above shall be added to the minimum and maximum salaries for each job classification as listed in the salary ordinance for 1990. The difference between the minimum and maximum salaries shall be divided into five (5) equal steps, i.e., an entry level salary and four additional steps.
  2. On January 1, 1991 all employees not receiving the maximum salary for their job classification shall be placed on and compensated at the step in the salary guide for their classification that is closest to their current annual salary and provides a salary increase.
- C. Effective 1/1/92: Six percent (6%) shall be added to all steps on the salary guide and all employees salaries shall be adjusted accordingly.

**ARTICLE XXXIII**

**TERM OF AGREEMENT**

31.1 This Agreement shall be in effect as of January 1, 1991 and shall remain in effect up to and including December 31, 1992. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Lawrence County of Mercer, New Jersey, on this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

**COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO**

**TOWNSHIP OF LAWRENCE**

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### EMPLOYEE ASSESSMENT REVIEW SYSTEM

1. The Township will maintain an employee assessment review system for all employees covered by this contract. The system will include a formal process whereby the employee and his designated supervisor mutually formulate performance and goals and work standards appropriate to the job description which shall be the basis for measuring the employee's performance during a rating period.
2. Where there are disagreements between the employee and his supervisor on performance assessment; the employee may note in writing the disagreements and may have a union representative discuss the disagreements with the supervisor.
3. Where the employee and the designated supervisor fail to reach an agreement on performance and employment goals and work standards, the disputed matter will be processed as a grievance through a grievance procedure. This review will become part of the employee's permanent personnel record subject to changes per any grievance or arbitration proceedings.
4. The required signature of the employee on the annual employee assessment review form or any related form shall be acknowledgement but shall not be construed to mean agreement with the content unless such agreement is stated thereon by the employee.
5. In the event of a proposed modification or change in part or all of the employee assessment review system; the Township shall agree to discuss such changes with the Union prior to its introduction and/or implementation.
6. At no time shall an employee performance assessment review affect the employee's annual salary increase or increment.
7. This review is confidential in nature and cannot be shared in any manner.

**1991 CWA NEGOTIATIONS - SALARY SCHEDULES**

**1991 CWA SALARY RANGE - 5.00% SALARY INCREASE**

	<b>MIN</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>MAX</b>
1	40,909	42,994	45,078	47,162	49,247	51,331
2	35,884	37,748	39,611	41,475	43,339	45,203
3	30,348	31,934	33,563	35,150	36,736	38,279
4	29,925	32,286	34,647	37,007	39,368	41,729
5	33,386	34,817	36,248	37,679	39,110	40,541
6	25,049	27,050	29,051	31,053	33,054	35,055
7	25,040	27,803	30,566	33,326	36,086	38,840
8	21,568	23,014	24,459	25,905	27,351	28,796

**1992 CWA SALARY RANGE - 6.00% SALARY INCREASE**

	<b>MIN</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>MAX</b>
1	43,364	45,573	47,783	49,992	52,202	54,411
2	38,037	40,012	41,988	43,964	45,939	47,915
3	32,169	33,850	35,577	37,259	38,940	40,576
4	31,721	34,223	36,725	39,228	41,730	44,233
5	35,389	36,906	38,423	39,939	41,456	42,973
6	26,552	28,673	30,794	32,916	35,037	37,159
7	26,543	29,472	32,400	35,326	38,251	41,170
8	22,862	24,395	25,927	27,459	28,992	30,524